

COURT OF COMMON PLEAS OF PENNSYLVANIA  
HUNTINGDON COUNTY

CORY YEDLOSKY; WILLIAM WEYANDT; and CHRIS  
TAYLOR,

Plaintiffs,

v.

PENNSYLVANIA STATE CORRECTIONS OFFICERS  
ASSOCIATION, LOCAL SCI-HUNTINGDON; BRYAN  
PERONI, in his official and personal capacities; and  
PENNSYLVANIA STATE CORRECTIONS OFFICERS  
ASSOCIATION,

Defendants.

CP-31-CV-1791-2019

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HUNTINGDON CO., PA

*Filed Under A0-23-2020*  
**FILED**

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**COURT OF COMMON PLEAS OF PENNSYLVANIA  
HUNTINGDON COUNTY**

CORY YEDLOSKY; WILLIAM WEYANDT; and CHRIS TAYLOR,

Plaintiffs,

v.

PENNSYLVANIA STATE CORRECTIONS OFFICERS ASSOCIATION, LOCAL SCI-HUNTINGDON; BRYAN PERONI, in his official and personal capacities; and PENNSYLVANIA STATE CORRECTIONS OFFICERS ASSOCIATION,

Defendants.

**CP-31-CV-1791-2019**

**FOURTH AMENDED COMPLAINT**

**JURY TRIAL DEMANDED**

AND NOW come Plaintiffs Cory Yedlosky, William Weyandt, and Chris Taylor (collectively, “Plaintiffs”), by and through their undersigned counsel, who state the following claims for relief against Defendants Pennsylvania State Corrections Officers Association, Local SCI-Huntingdon (“Local”); Bryan Peroni, in his official and personal capacities; and Pennsylvania State Corrections Officers Association (“PSCOA”)<sup>1</sup> (collectively, “Defendants”), and aver as follows:

**SUMMARY OF THE CASE**

1. Plaintiffs bring this civil action to address the Defendants’ breach of contract and negligent misrepresentations, and Plaintiffs further seek an accounting.
2. Plaintiffs’ claims arise from the disappearance of funds, including union dues paid by Plaintiffs, from the Local’s bank account, due to the actions of Defendants.
3. In short, during a certain two-year period, the Local’s treasurer wrote nearly fifteen thousand dollars in checks to himself from the Local’s account, for which there appears no legitimate union business

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<sup>1</sup> The Local and PSCOA are referred to jointly as “the unions” or “Defendant unions.”

has been established, including purported charitable donations that seem to have never been made, and another nearly six thousand dollars in checks to himself or to the Local's secretary for purported cell phone reimbursements to which neither was entitled.

4. The unions allowed this activity to go unchecked for years, breached their contract with Plaintiffs, failed to ensure that these officials followed the unions' own Constitution, bylaws, and policies, and ultimately failed to require the officials, as required by the unions' own rules, to return any union property they held upon the end of their terms as officials. The result was tens of thousands of union funds that remain unaccounted for, and thus unavailable to benefit the members of the Local, corrections officers of SCI-Huntingdon.

5. Defendant Peroni misrepresented to Plaintiffs his performance of his duties and the Local's financial status, and, in reliance on Peroni's material misrepresentations, Plaintiffs continued paying union dues to the unions, which was to their detriment.

6. Defendant unions breached their contract with Plaintiffs and violated their duty to the bargaining unit when they allowed their officials and agents to improperly convey tens of thousands of dollars of union funds, and when they allowed those officials to retain those funds after they left office, in violation and breach of contract between Plaintiffs and Defendant unions contained in PSCOA's Constitution, bylaws, and/or policies.

7. These violations and breaches led to the loss of funds expended under Plaintiffs' contract with Defendant unions, the loss of funds available to be expended in collective bargaining, operating expenses of the union, and other benefits that should have been and otherwise would have been available to benefit those employed in the bargaining unit, including Plaintiffs.

8. As a result of Defendants' conduct, Plaintiffs suffered losses in the form of damages from the breach of their contract with the unions, lost union dues, inadequate representation, and loss of

confidence in the unions' ability to fairly represent Plaintiffs' interests.

9. Plaintiffs also seek an accounting of all Defendants' use of union funds, including Plaintiffs' monies paid to the unions, in order to account for the at least approximately \$20,000.00 that was improperly expended and remains unaccounted for to this day.

### **JURISDICTION AND VENUE**

10. Subject-matter jurisdiction for contract and tort actions and equitable actions occurring within the Commonwealth are within the jurisdiction of the courts of common pleas. *See* 42 Pa.C.S. § 931(a).

11. Venue is proper in Huntingdon County. *See* Pa. R. Civ. P. 2179(a)(1)–(4).

### **PARTIES**

12. Plaintiff Cory Yedlosky is an adult individual residing in Huntingdon County, Pennsylvania. Mr. Yedlosky, at all times relevant to this matter, was an employee of the Pennsylvania Department of Corrections at SCI-Huntingdon in a bargaining unit represented by Defendant unions, a former member of PSCOA and the Local, and a “public employe” for purposes of the Public Employe Relations Act (“PERA”), 43 P.S. § 1101.301(2).

13. Plaintiff William Weyandt is an adult individual residing in Blair County, Pennsylvania. Mr. Weyandt is an employee of the Pennsylvania Department of Corrections at SCI-Huntingdon in a bargaining unit represented by Defendant unions, a former member of PSCOA and the Local, and a “public employe” for purposes of PERA, 43 P.S. § 1101.301(2).

14. Plaintiff Chris Taylor is an adult individual residing in Mifflin County, Pennsylvania. Mr. Taylor is an employee of the Pennsylvania Department of Corrections at SCI-Huntingdon in a bargaining unit represented by Defendant unions, a former member of PSCOA and the Local, and a “public employe” for purposes of PERA, 43 P.S. § 1101.301(2).

15. Defendant PSCOA, Local SCI-Huntingdon, is a local affiliate of PSCOA with a principal place of business at 1100 Pike Street, Huntingdon, PA 16654. The Local is an “employee organization” and Plaintiffs’ exclusive representative for purposes of PERA, 43 P.S. §§ 1101.301(3), 1101.606.

16. Defendant Bryan Peroni is an adult individual formerly employed by the Pennsylvania Department of Corrections at SCI-Huntingdon and a former officer of the Local from approximately January 2009 through approximately January 2018. Defendant Peroni is sued in his official and personal capacities.

17. Defendant PSCOA is a labor union with a principal place of business at 2421 North Front Street, Harrisburg, PA 17110. PSCOA is an “employee organization” and Plaintiffs’ exclusive representative for purposes of PERA, 43 P.S. §§ 1101.301(3), 1101.606.

## **FACTUAL ALLEGATIONS**

### **Defendants’ Duties, Contract, & Representations**

18. Defendant unions represent Plaintiffs as their exclusive representative for purposes of collective bargaining.

19. Plaintiffs are not currently members of Defendant unions, but at all times relevant hereto they were.

20. As a local affiliate of the state-wide PSCOA, the Local represents that it is a membership organization representing employees of the Department of Corrections to “promote the welfare of such employees” and “secure improved wages, hours, working conditions and other economic advantages for our members and their families through collective bargaining . . . .” PSCOA Const., art. II. The PSCOA Constitution is attached hereto and incorporated by reference herein as “Exhibit A.”

21. Membership in the unions is voluntary and members pay dues each pay period through payroll deductions. Ex. A at art. XII.

22. The PSCOA Constitution guarantees that the benefits of membership are reserved to active members in good standing. Ex. A at art. XI, Sec. 2.

23. The PSCOA Constitution, Article XIII, Section 1 represents as follows:

All funds and/or property of the . . . Local Unions or other subordinate bodies . . . shall not be transferred or conveyed to any other person . . . except as permitted in this Constitution.

24. The PSCOA Constitution, Article XIII, Section 2 represents as follows:

The funds and/or property of the . . . Local Union or subordinate body shall be used for such purposes only as are specified in this Constitution or in accordance with policies duly adopted and approved by the Executive Board. No Member . . . shall possess any right, title, interest or claim of any kind, actual or beneficial, in the funds, property, assets, entitlements or expectancies of this Association.

25. The PSCOA Constitution, Article XIII, Section 3 represents as follows:

In no event shall the funds, property or assets of the Association, a Local Union or subordinate body be loaned or donated to members.

26. Article X, Section 9 of PSCOA's Constitution requires that "[a]ll Local Union checks and/or drafts shall require two signatures, one of which must be the Treasurer and the other to be an officer and/or member of the Local Union Executive Board, other than the President." Ex. A.

27. Under PSCOA policy in effect since 2004, all Local Union officials must be administered an "Oath of Office." The PSCOA Oath of Office policy is attached hereto and incorporated by reference herein as Exhibit B.

28. PSCOA's Oath of Office requires union officials to affirm that they will abide by PSCOA's Constitution and Bylaws and return all union property upon termination of service as a union officer. Ex. B.

29. On or about June 27, 2001, Plaintiff Taylor applied to become a member of PSCOA and the Local by signing a membership application.

30. On or about September 28, 2001, Plaintiff Weyandt applied to become a member of

PSCOA and the Local by signing a membership application.

31. On or about February 4, 2005, Plaintiff Yedlosky applied to become a member of PSCOA and the Local by signing a membership application.

32. Plaintiffs' membership applications were accepted by Defendant unions, forming a contract between Plaintiffs and PSCOA and the Local, with Plaintiffs agreeing to pay membership dues in exchange for the benefits of membership, as expressed in the PSCOA Constitution, bylaws, and policies.

33. The Constitution, bylaws, and policies of the PSCOA, and the provisions thereof, made up a contract with Plaintiffs while they were members of PSCOA and the Local.

34. From the time they joined defendant unions, Plaintiffs paid membership dues to PSCOA and the Local in exchange for the benefits of membership until PSCOA acknowledged Plaintiffs' membership resignations.

35. Defendants represented to members of the Local that PSCOA provided the Local with a monthly budget of \$2,000.00 to cover the Local's monthly expenses.

36. During the period in question, PSCOA and Local officials, including Defendant Peroni, made numerous representations to Plaintiffs, including regular oral reports at monthly union meetings, regarding the management of the Local's finances.

37. During the monthly union meetings, PSCOA and its Local officials, including Defendant Peroni, often reported that the Local expended less than the \$2,000.00 in its monthly budget.

38. Defendants' representations led Plaintiffs to believe that the Local's funds were expended in accordance with the unions' Constitution, bylaws, and policies.

39. During the relevant time periods to this action, at monthly union meetings and at other various times during Plaintiffs' union membership, PSCOA and the Local represented that union membership and the payment of union dues was beneficial for employees within the bargaining unit.

40. PSCOA and the Local represented, as stated in the PSCOA Constitution, bylaws, and/or policies, that the union dues paid by union members were spent on collective bargaining and representation and that without the payment of union dues, PSCOA and the Local could not continue to provide fair and meaningful representation.

41. In reliance on these representations, Plaintiffs became dues-paying members of the unions and/or remained dues-paying members of the unions for the time periods relevant to this action.

42. Plaintiffs continued paying a portion of their salary to the unions in the form of union dues in exchange for the promise of fair and meaningful representation, and for the represented member benefits contained in the PSCOA Constitution, including that the unions' objective is "to improve the terms and conditions of employment" for members or those "who are eligible" for membership, "to promote the welfare of such employees," and other benefits the unions would seek to provide to union members.

43. Defendant Peroni is a former employee of the Pennsylvania Department of Corrections at SCI-Huntingdon and became an elected official of the Local in approximately January 2009. He served in that position until his retirement in or about January 2018.

44. As the duly elected treasurer of the Local, Defendant Peroni served as an official of PSCOA and the Local, subject to the provisions of the PSCOA Constitution, bylaws, and policies.

45. In his official position, Defendant Peroni was entrusted with managing the Local's finances on behalf of members, including Plaintiffs. This position of trust included making payments on behalf of the Local using the funds held in the Local's bank account at Northwest Bank.

46. Douglas Clark is employed by the Pennsylvania Department of Corrections at SCI-Huntingdon and was the secretary of the Local during the relevant time period, from at least January 2016 until January 2018.

47. As the duly elected secretary of the Local, Clark served as an official of PSCOA and the

Local, subject to the provisions of the PSCOA Constitution, bylaws, and policies.

48. On information and belief, Defendant Peroni took the Oath of Office, as required by PSCOA policy, upon being elected treasurer.

49. At no point did Defendant unions inform Plaintiffs that some of their dues money was being used and/or taken by union officials for their personal benefit.

50. At no point did Defendant unions inform Plaintiffs that the unions were failing to ensure that Plaintiffs' dues were expended in accordance with the representations discussed above and the provisions of the PSCOA Constitution, bylaws, and/or policies.

### **Financial Irregularities and Improperly Conveyed Funds**

51. PSCOA Constitution, Article XIII, Sections 1–3 guarantee that PSCOA funds shall not be misappropriated, misallocated, or in any way conveyed to any person, entity, member, or organization, except as permitted by the Constitution. Ex. A.

52. During Defendant Peroni's term as treasurer of the Local, the Local's bank account bore Peroni's name and Peroni listed his personal residence as the Local's address.

53. Accordingly, bank statements and other documents related to the bank account of the Local were sent directly to Defendant Peroni's home while he was the Local's treasurer.

54. While Defendant Peroni was the Local's treasurer, Peroni wrote checks from the Local's bank account without obtaining a second signature from an officer and/or member of the Local's Executive Board.

55. The failure to obtain a second signature on all checks written from the Local's bank account was in contradiction to the requirements of the PSCOA Constitution, Article X, Section 9.

56. Defendant Peroni's failure to obtain a second authorized signature on checks written from the Local's bank account resulted in his conveying at least approximately \$20,000.00 of union funds

improperly.

57. During his term as treasurer of the Local, Peroni wrote checks to himself and to Clark from the Local's bank account for purported "cell phone" reimbursements.

58. PSCOA's policy on reimbursable expenses authorizes only a local president and/or vice president to receive a cell phone reimbursement, for a total of \$150.00 per month per local union. The PSCOA reimbursable expenses policy is attached hereto and incorporated by reference herein as Exhibit C.

59. During his term as treasurer, and at least from January 2016 through January 2018, Peroni wrote approximately one check per month to himself and one to Clark conveying, on average, \$100.00 of the Local's funds each to himself and to Clark, with the memo line of the check explaining these payments as "cell phone" reimbursements.

60. Defendant Peroni was not eligible for cell phone reimbursement from the unions during this time period while he was the Local's treasurer.

61. Clark was not eligible for cell phone reimbursement from the unions during this time period while he was the Local's secretary.

62. These purported "cell phone" reimbursement checks, which were cashed, were a violation of PSCOA policy on cell phone reimbursement that led to Defendant Peroni improperly issuing to himself approximately \$3,300.00 of union funds to which he was not entitled for 2016–2018, and, on information and belief, further funds in years before 2016.

63. These purported "cell phone" reimbursement checks, which were cashed, were a violation of PSCOA policy on cell phone reimbursement that led to Defendant Peroni improperly issuing to Clark approximately \$2,500.00 of union funds to which he was not entitled in 2016–2018, and, on information and belief, further funds in years before 2016.

64. PSCOA's policy on reimbursable expenses authorizes a maximum of \$600.00 per year for

charitable donations. Ex. C.

65. During his term as treasurer, and at least during the years 2016 and 2017, Defendant Peroni wrote at least 23 checks on the Local's bank account conveying approximately \$11,400.00 of the Local's funds to himself as purported reimbursements for donations to SCI-Huntingdon's Wellness Center and SCI-Huntingdon's Social Events Committee.

66. The amount of these purported donations and reimbursements exceeds the annual amount authorized for charitable donations under PSCOA policy. Ex. C.

67. On information and belief, there is no receipt or record demonstrating that the "donations" purportedly made to SCI-Huntingdon's Wellness Center and SCI-Huntingdon's Social Events Committee were received by the intended beneficiaries.

68. On information and belief, those organizations are unable to locate any records of purported "donations" from the Local from 2016 and 2017.

69. During his term as treasurer, and at least during the years 2016 and 2017, Defendant Peroni wrote at least seven checks on the Local's bank account conveying approximately \$1,420.00 of Local funds to himself without providing a notation in the check's memo line identifying the basis for the reimbursement, or providing a record or receipt of the goods or services obtained on behalf of the Local necessitating a personal reimbursement.

70. During his term as treasurer, and at least during the years 2016 and 2017, Defendant Peroni, serving as the Local's treasurer, wrote at least seven checks on the Local's bank account conveying approximately \$1,886.00 of PSCOA funds to himself for seemingly legitimate Local expenses written in the memo line but failed to provide a record or receipt of the goods or services obtained on behalf of the Local necessitating a personal reimbursement.

71. Defendant Peroni, and Clark, violated the Oath of Office by issuing to themselves and/or

accepting Plaintiffs' union dues as their personal property and by failing to return the property to the unions upon their termination of service, in violation of the PSCOA Constitution, bylaws, and/or policies.

72. Defendant Peroni's, and Clark's, actions violated the unions' Constitution, bylaws, and/or policies, and the unions thus knew or should have known of these violations by their own officials.

73. At no point in time did the unions intervene to prevent the on-going violations of PSCOA's Constitution, bylaws, and/or policies.

74. Upon information and belief, Defendant unions, by and through their officials, agreed to, allowed, and/or participated in the improper expenditure of union funds and failure to return union funds, and/or deliberately chose not to enforce or ensure compliance with the rules governing union funds contained in the PSCOA Constitution, bylaws, and/or policies.

75. Defendant unions' failure to ensure compliance with the PSCOA Constitution, bylaws, and/or policies concerning the proper management of the Local's finances allowed the Local to improperly convey at least approximately \$20,000.00 in members' dues during Defendant Peroni's, and Clark's, terms as union officials, at least during the years of 2016 through the end of their terms.

76. Upon the end of Defendant Peroni's, and Clark's, terms as Local officials, the unions did not require them to return the union property they held.

77. Upon the end of Defendant Peroni's, and Clark's, terms as Local officials, neither Peroni nor Clark returned all the union property they held.

78. As a result of the violations of the unions' own Constitution, bylaws, and/or policies, union funds were expended improperly to the detriment of Plaintiffs.

79. Plaintiffs have lost confidence and trust in the unions and their ability to properly and adequately represent their bargaining unit because of the unions' failures to follow and enforce the PSCOA Constitution, bylaws, and/or policies.

80. Between approximately January 2019 and July 2019, Plaintiffs examined the Local's records, including bank statements and cancelled checks and discovered approximately \$19,606.00 of the Local's funds were improperly conveyed by Defendants in violation of the PSCOA Constitution, bylaws, and/or policies.

81. Upon information and belief, officials from the unions were notified of the violations and informed that at least approximately \$20,000.00 of the Local's finances were improperly conveyed.

82. As a result, the unions caused and/or allowed at least approximately \$19,606.00 in union membership dues and fees to be expended from the Local's accounts improperly by failing either to ensure that funds were not mishandled or to require Defendant Peroni, or Clark, to return the unions' funds upon the end of their terms as Local officials, and deprived the bargaining unit of the resources necessary for the unions to fulfill their statutory duty of representation.

83. After this action was initiated, by letter dated June 9, 2020, Defendants' counsel provided Plaintiffs' counsel with a "Forensic Investigation Report" relating to "investigation of the potential misappropriation of funds from" Defendant Local SCI-Huntingdon. The Forensic Investigation Report is attached hereto as Exhibit D and incorporated by reference herein.

84. The report states that it is "predicated upon an internal investigation" that was "performed by" Plaintiff Yedlosky, and that the report was requested by an official of Defendant unions in August 2019.

85. The report refers to a "lack of segregation of duties and poor internal controls" that, according to the report, "allowed the cash misappropriation to occur and be concealed." *Id.* at 6.

86. The report claims that Defendant Peroni told a state police trooper that "he was taking money from the local union" and that "he was writing checks to himself and cashing them with a memo that "he knew the head Union in Harrisburg would overlook." *Id.* at 6.

87. The report concludes that, during the period from November 1, 2012 to December 31,

2017, “[b]ased upon review of the source documents, the summary of procedures performed, supporting evidence gathered by [the investigating state trooper] and interviews conducted by [the same trooper], it appears that the facts and sufficient evidence exists, strong enough to support a claim, that the sum of \$29,365.00 was misappropriated from the accounts PSCOA Local SCI Huntingdon [sic].”

88. The report states that its authors “discovered that other individuals not covered under the PSCOA Reimbursable Expense Policy received cell phone reimbursements” and that “it was noted during interviews conducted by” the state police that Defendant PSCOA “may have informally changed its policy on cell phone reimbursements to allow for all local officers to be reimbursed,” but the report concluded that “neither the policies provided to” the report authors, “nor the policies on the PSCOA website support the information given during these interviews.” *Id.* at 5.

89. The report also contains a “calculation of unauthorized cell phone reimbursements,” listing the “total overpayment of cell phone reimbursements” at \$8,397.00 over the same time period. *Id.* at 9, sch. 2.

## **CAUSES OF ACTION**

### **COUNT I**

#### **Breach of Contract**

#### **(All Plaintiffs against PSCOA and the Local)**

90. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

91. When Plaintiffs became union members, they entered into an agreement with Defendant unions by which Plaintiffs agreed to pay membership dues in consideration for the benefits of membership in Defendants PSCOA and the Local, as expressed in the PSCOA Constitution, bylaws, and policies. *See* Exs. A–C.

92. The PSCOA Constitution, bylaws, and policies are a continuous contract with the members of the PSCOA and the Local, including Plaintiffs during the time they were members of PSCOA and the

Local.

93. Plaintiffs paid membership dues to PSCOA and the Local from the time of their joining membership until Defendant unions accepted their resignations in July 2019.

94. Defendant unions' failure to enforce or ensure its own and its agents' compliance with the terms of the Constitution, bylaws, and policies, including the provisions for the conveyance and use of Local funds and requirements for Local Union checks, are a material breach of the agreement between the parties.

95. Defendant unions' poor internal controls and lack of oversight, which were known to their agents and/or officials, are a material breach of the agreement between the parties.

96. The breach has caused Plaintiffs injury in the form of union dues paid in reliance on the contract and benefits expected as a result of Plaintiffs' contract with Defendant unions.

**COUNT II**  
**Breach of Implied Contract**  
**(alternative to Count I; all Plaintiffs against PSCOA and the Local)**

In the event it is determined that no written contract existed between Plaintiffs and Defendant unions as alleged in Count I, Plaintiffs allege the following:

97. Paragraphs 1 to 89 are incorporated by reference as if set forth fully herein.

98. When Plaintiffs became union members, Defendant unions agreed to provide them certain rights, as provided in the PSCOA Constitution, bylaws, and policies.

99. From the time they became union members, until Defendant unions accepted their resignations in July 2019, Plaintiffs provided payment in the form of union dues to Defendant unions in exchange for the purported rights and benefits of union membership.

100. The facts, as set forth herein, establish an implied-in-fact contract, operating continuously.

101. Defendant unions breached the implied contract when they failed to enforce or ensure their

agents' compliance with the terms of the Constitution, bylaws, and policies, including the provisions for the conveyance and use of Local funds and requirements for Local Union checks.

102. Defendant unions breached the contract due to their poor internal controls and lack of oversight, which were known to their agents and/or officials.

103. Due to the existence and breach of the implied-in-fact contract, Plaintiffs are entitled to restitution and compensation for the monies rendered to and benefits conferred on Defendants.

104. Plaintiffs have been damaged by the refusal of Defendants to return the benefits conferred on them by Plaintiffs under reliance on the contract in the form of dues.

**COUNT III**  
**Negligent Misrepresentation**  
**(All Plaintiffs against Defendant Peroni)**

105. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

106. In taking the Oath of Office as an elected official of the Local, Defendant Peroni represented to members of the Local that he would fulfill his duties "with honor and integrity" and follow the PSCOA Constitution, bylaws, and policies, including the provisions governing the use of Local funds, and would return Local property upon the end of his term as an official.

107. The acts of Defendant Peroni in continuing in his elected office as treasurer of the Local constituted an ongoing representation that he was following the Oath of Office and thus the PSCOA Constitution, bylaws, and policies.

108. Defendant Peroni made numerous representations at monthly union meetings regarding the Local's financial status and reported on the Local's monthly expenses.

109. Defendant Peroni made the above representations that he was following PSCOA Constitution, bylaws, and/or policies in order to induce employees of SCI-Huntingdon to become and/or to remain as members of the Local.

110. Defendant Peroni, however, was not following the Oath of Office or adhering to the rules governing handling of union funds as dictated by the PSCOA Constitution, bylaws, and/or policies.

111. Defendant Peroni failed to follow the PSCOA Constitution by failing to obtain two signatures on checks drawing on the Local's bank account, in violation of the PSCOA Constitution.

112. Defendant Peroni, as well as Clark, took Plaintiffs' dues in the form of "cell phone" reimbursements to which they were not entitled, violating the PSCOA Constitution, bylaws, and policies.

113. Defendant Peroni wrote checks to himself that he represented were for purported reimbursements of legitimate union expenses, but for which no legitimate union expense can be documented. This includes purported charitable donations that appear to have never been made, reimbursements for expenses indicated in the memo line that cannot be documented, and reimbursement checks written to himself that contain no indication of what, if any, legitimate union expense was being reimbursed. These reimbursement checks all violated at least one or more provision of the PSCOA Constitution, bylaws, and/or policies.

114. As an official of the Local, Defendant Peroni should have known that his conduct violated the PSCOA Constitution, bylaws, and/or policies and that his representations that he was following those provisions were false.

115. Because Defendant Peroni, and Clark, received and/or wrote the checks that transferred Local funds in violation of the PSCOA Constitution, bylaws, and/or policies, Defendant Peroni should have known that his representations regarding compliance with the PSCOA Constitution, bylaws, and/or policies and the Local's financial status were false.

116. In reliance on the representations of Defendant Peroni, Plaintiffs remained dues-paying union members.

117. The misrepresentations of Defendant Peroni regarding his conduct as a union official were

material to Plaintiffs' decisions not to resign their membership in the Local, and accordingly to continue to pay membership dues to the Local.

118. Defendant Peroni's misrepresentations regarding the financial status of the Local were material to Plaintiffs' decisions not to resign their membership in the Local, and accordingly to continue to pay membership dues to the Local.

119. Had Plaintiffs known the actions that Defendant Peroni, and Clark, were taking with regard to the Local's funds and received member dues, Plaintiffs would have resigned their membership in the Local and ceased paying membership dues.

120. Plaintiffs' reliance on the representations of Local officials regarding the use of union dues was justifiable, as Defendant Peroni was in a position to know the financial status and governing rules of the Local and PSCOA and was an elected official of Plaintiffs' local union.

121. As a result, Plaintiffs suffered pecuniary harm, including the continued payment of membership dues, the misuse of their dues for unaccounted for and/or improper expenditures, diminished resources for collective bargaining, and a loss of confidence in the unions' ability to continue representing Plaintiffs' interests.

**COUNT IV**  
**Accounting**  
**(All Plaintiffs against PSCOA and the Local)**

122. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

123. The unions are Plaintiffs' exclusive representative and owe Plaintiffs the fiduciary duty of trust and have a duty to act only in best interest of the bargaining unit in which Plaintiffs are employed.

124. From at least January 1, 2016, if not earlier, through the end of Defendant Peroni's, and Clark's, terms as treasurer and secretary, respectively, for the Local, Plaintiffs were members of the Local in good standing.

125. Defendants breached their fiduciary duty when they misrepresented to Plaintiffs that union dues were expended solely for collective bargaining and representation and not for the personal benefit of union officials.

126. When PSCOA, the Local, and Defendant Peroni, as well as Clark, improperly conveyed union dues, and/or allowed those dues to be improperly conveyed, they misrepresented to Plaintiffs the funds available to the union for collective bargaining and representation, and how those funds were being expended.

127. Plaintiffs paid union dues to the unions, and Defendants, among themselves, hold Plaintiffs' dues.

128. Due to Defendant Peroni's, as well as Clark's, acceptance of Local funds in violation of PSCOA's Constitution, bylaws, and/or policies, and the misrepresentations alleged above, the balance and/or location of Plaintiffs' money held by Defendants is different than what Defendants represent.

129. Plaintiffs lack an adequate remedy at law to obtain the records necessary to determine the full amounts due to Local members and/or the Local itself arising from Defendants' breaches of their duties and/or misrepresentations.

130. Defendants are in possession of all of the information necessary to report, calculate, and pay all amounts due to the Local and/or its members arising from the actions of Defendant Peroni and as a result of Defendant Peroni's misrepresentations.

131. Plaintiffs are therefore entitled to a complete accounting of the information needed to determine the scope of the misuse of the dues of members of the Local, as well as other Local funds, and to fully calculate the amount of money that has been improperly conveyed or that is otherwise unaccounted for.

132. Plaintiffs therefore seek judgment in their favor against Defendants for an accounting of the

use and status of union dues and other union funds from the time of Defendant Peroni's taking office as treasurer of the Local to the present, and any other relief that this Court deems proper and just.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this Honorable Court:

- a) Enter judgment against Defendants;
- b) Award damages to Plaintiffs;
- c) Issue an injunction ordering the return of funds unjustly realized by Defendant Peroni to the Local;
- d) Order an accounting of the use and status of the Local's funds and use of member dues from the time of Defendant Peroni's taking office as treasurer of the Local to the present, and order Defendant Peroni to reimburse the Local for any funds realized that cannot be accounted for or demonstrated to have been properly paid;
- e) Award costs and fees, including reasonable attorneys' fees and costs, and such other relief as the Court deems appropriate.

### **JURY DEMAND**

Plaintiffs demand a trial by jury on all matters triable by jury pursuant to Pennsylvania Rule of Civil Procedure 1007.1.

Respectfully submitted,

THE FAIRNESS CENTER

By:   
Danielle Acker Susanj  
Pa. Attorney I.D. No. 316208  
E-mail: drasusanj@fairnesscenter.org  
Nathan J. McGrath

Dated: February 16, 2021

Pa. Attorney I.D. No. 308845  
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THE FAIRNESS CENTER  
500 North Third Street, Floor 2  
Harrisburg, Pennsylvania 17101  
Telephone: 844.293.1001  
Facsimile: 717.307.3424

*Counsel for Plaintiffs*

**VERIFICATION**

I, Cory Yedlosky, hereby verify that I am a plaintiff in this action and subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities, hereby state that the facts set forth in Plaintiffs' fourth amended complaint are true and correct to the best of my knowledge, information and belief.

Date: 2/16/2021

By: 

## VERIFICATION

I, William Weyandt, hereby verify that I am a plaintiff in this action and subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities, hereby state that the facts set forth in Plaintiffs' fourth amended complaint are true and correct to the best of my knowledge, information and belief.

Date: 2/16/2021

By: William C Weyandt

## VERIFICATION

I, Chris Taylor, hereby verify that I am a plaintiff in this action and subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities, hereby state that the facts set forth in Plaintiffs' fourth amended complaint are true and correct to the best of my knowledge, information and belief.

Date: 2/16/2021

By: 

# EXHIBIT A

Pennsylvania State  
Corrections Officers  
Association

CONSTITUTION

Final and correct version as recommended by the Constitution Committee meeting 12/10/18

## **PREAMBLE**

We, the members of the Pennsylvania State Corrections Officers Association, to secure the benefits of collective bargaining and collective action, to improve the living standards of our members and their families, to secure legislation in the interests of our members and to advance and maintain secure relationships between our members and their Employer and to otherwise enrich the lives of our members and their families, do hereby adopt this Constitution for the government of our Association.

## **ARTICLE I**

### **NAME**

The name of this organization shall be the Pennsylvania State Corrections Officers Association ("PSCOA" or "Association"). The PSCOA shall be comprised of an unlimited number of Local Unions and other subordinate bodies, subject to its laws and this Constitution.

## **ARTICLE II**

### **PURPOSE AND OBJECTIVE**

The purpose and objective of this Association shall be to improve the terms and conditions of employment of public employees who are members of the Association or who are eligible for such membership, to promote the welfare of such employees, to promote individual rights and recognition in the members' employment, to secure improved wages, hours, working conditions and other economic advantages for our members and their families through collective bargaining and through the advancement of the Association's standing in the community and in the labor movement, to safeguard and promote the principle of free collective bargaining, to promote the rights of workers and the security and welfare of all public employees and their families by political education and other community activity, to protect and preserve the Association as an institution and in the performance of its legal and contractual obligations, to protect and enhance the stature and well-being of our members and their families by promoting the passage of progressive legislation and to engage in such other actions and programs for which working people may lawfully combine, having in view their mutual protection and benefit.

**ARTICLE III**  
**JURISDICTION**

This Association shall have jurisdiction over all workers who are employed by the Commonwealth of Pennsylvania, consistent with the Certification(s) issued by the Pennsylvania Labor Relations Board described in Article XI, Section 1(a), in addition to all other employees for whom the Association may gain bargaining rights in the future.

**ARTICLE IV**  
**GOVERNMENT OF THE ASSOCIATION**

**Section 1.** All the sovereign powers of the Association shall be vested in its membership when in general session except as may otherwise be set forth in this Constitution.

**Section 2.** All the powers of the membership, when not in general session, shall pass to and vest in the Association Executive Board.

**Section 3.** The State Board shall have the authority to exercise such powers as are set forth in this Constitution.

**Section 4.** A Local Union shall have the authority to exercise such powers as are set forth in this Constitution and/or in its approved Bylaws.

**Section 5.** The Association and its members shall not be responsible for any actions, activities, statements or omissions of any member, the State Board or any Local Union or any of the Association's subordinate bodies or their officers, agents, employees or representatives, unless the same were expressly authorized or directed by the President or the Association Executive Board. In addition, and not in limitation of the foregoing, neither a member, the State Board, a Local Union nor any other subordinate body, or any of the officers, agents, representatives or employees of such subordinate body, has the power to make any representation, contract, promise or agreement, or to incur any liability for or on behalf of the

Association, or which shall be binding upon the Association, without the consent of the Association Executive Board. Neither a member, the State Board, a Local Union nor any other subordinate body or any of the officers, agents, representatives or employees of such bodies, has been authorized or empowered to act as agent of the Association and no such person or entity shall be deemed an agent of the Association unless expressly authorized, in writing, by the Association Executive Board.

## ARTICLE V

### OFFICERS

**Section 1.** The officers of the Association shall consist of a President, Executive Vice President, two (2) Vice Presidents and a Secretary/Treasurer.

**Section 2.** The officers shall hold office for three (3) years, or until their successors are duly chosen and have qualified. Their terms, unless to fill a vacancy, shall commence on the first Monday following thirty (30) days from the date of their election, unless otherwise provided in this Constitution.

**Section 3.** **Duties of the President.**

- (a) The President shall be the principal executive and administrative officer of the Association. He or she shall enforce and comply with all laws of the Association and the policies established by the Executive Board. The President shall have direction and supervision of all subordinate bodies, unless otherwise determined by the Executive Board, and shall exercise day-to-day supervision over the affairs of the Association, consistent with policies established by the Executive Board.
- (b) The President shall preside at meetings of the Association membership, the Executive Board and the State Board and shall conduct the same in

conformity with this Constitution. He or she shall have the deciding vote in case of a tie on any question that is being voted on at a meeting.

- (c) The President shall have the authority to appoint and to discharge or otherwise discipline Representatives or other employees of the Association, but the exercise of such authority shall be consistent with general budgetary policies approved by the Executive Board.
- (d) The President shall have the authority to appoint, and to remove or replace, delegates or representatives to other labor organizations or bodies or other groups, organizations or institutions which the Association may determine to join or affiliate with in the interest of its membership.
- (e) The President shall perform such other duties as the Constitution may require and provide regular reports concerning his or her acts or activities to the Executive Board.
- (f) The President shall have the authority to decide all disputes among Local Unions or subordinate bodies, subject to approval by the Executive Board.
- (g) When the President makes a decision or issues an order to a subordinate body or to the officers or members thereof, the same shall be complied with until such decision or order is reversed by the Executive Board.
- (h) The President shall sign all Local Union Charters and Charters for other subordinate bodies.
- (i) When any question arises regarding the construction or interpretation of the Constitution, the President shall, in the first instance, decide any such question subject to the approval of the Executive Board. The President's interpretation and construction of the Constitution shall be accepted and

shall be binding upon all parties, subordinate bodies, officers and members of the Association pending approval or change of such interpretation or construction of the Constitution by the Executive Board.

- (j) The President shall be empowered to examine the books and records of any Local Union or other subordinate body and to delegate such power to any officer or representative of the Association. The President, with the consent of the Executive Board, may appoint auditors whenever necessary to investigate discrepancies, errors or misconduct by officers, representatives or agents of the Association, Local Unions or subordinate bodies.
- (k) The salary of the President shall be \$70,000.00 per year, plus fringe benefits. This salary shall be increased annually by an amount equal to the percentage increase in Correction Officer salary under the labor contract.

**Section 4. Duties of Executive Vice President.**

- (a) The Executive Vice President shall assist the President in carrying out his or her executive and administrative functions as set forth in the Constitution. The President may direct or delegate to the Executive Vice President the authority to act for the President whenever the President deems it necessary or proper to do so.
- (b) The Executive Vice President shall be under the supervision and direction of the President and shall perform any and all duties assigned by the President.

- (c) The Executive Vice President shall comply with all policies established by the Executive Board.
- (d) The salary of the Executive Vice President shall be \$67,500.00, plus fringe benefits. This salary shall be increased annually by an amount equal to the percentage increase in Correction Officer salary under the labor contract.

**Section 5. Duties of Vice Presidents.**

- (a) The Vice Presidents shall assist the President in carrying out his or her executive and administrative functions, including in such regions or divisions of the Association as may be established by the Executive Board.
- (b) The Vice Presidents shall be under the supervision and direction of the President and shall perform any and all work assigned by the President.
- (c) The Vice Presidents shall comply with all policies established by the Executive Board.
- (d) The salaries of the Vice Presidents shall be \$65,000.00, plus fringe benefits. This salary shall be increased annually by an amount equal to the percentage increase in Correction Officer salary under the labor contract.

**Section 6. Duties of the Secretary/Treasurer**

- (a) The Secretary/Treasurer shall maintain all records of the Association, including, but not limited to, Minutes and records of all Executive Board, State Board and General Membership meetings, as well as any other documents relating to the operation of the PSCOA.
- (b) The Secretary/Treasurer shall prepare and give notice of all Executive Board, State Board, General Membership and Special Meetings in a timely manner.

- (c) The Secretary/Treasurer shall receive and account for all revenues of the Association.
- (d) The Secretary/Treasurer shall preserve all important papers, accounts, letters and other documents relating to the business of the Association, subject to record retention and other policies established by the Executive Board. The Secretary/Treasurer shall keep accurate records of all financial transactions of the Association and shall pay all lawful bills within the authority of this Constitution and in accordance with Executive Board policy.
- (e) The Secretary/Treasurer shall deposit all revenue received in banks designated by the Executive Board. Subject to policies adopted by and approved by the Executive Board, the Secretary/Treasurer shall invest the surplus funds of the Association in a manner designed to properly protect the funds and assets of the Association.
- (f) The Secretary/Treasurer (and all other elected or appointed officials or representatives of the Association who have responsibilities relating to the handling of funds or assets) shall be bonded in an amount sufficient to protect the assets of the Association, as may be determined by Executive Board policy.
- (g) The Secretary/Treasurer shall have supervision over all staff and personnel employed by the Association for record retention or financial responsibilities, subject to rules and policies that may be established by the Executive Board.

- (h) The Secretary/Treasurer shall be responsible for assuring that an annual audit of Association records and accounts is performed by a certified public accountant to be selected by the Executive Board. The Secretary/Treasurer shall provide a report of the audit to the Executive Board promptly upon its completion. The Secretary/Treasurer shall perform any and all other duties that may be assigned to him or her by the Executive Board and shall comply with any and all rules and regulations or policies adopted by the Executive Board, including policies that relate to the financial transactions of the Association and/or the protection of its assets.
- (i) The salary of the Treasurer shall be \$60,000.00, plus fringe benefits. This salary shall be increased annually by an amount equal to the percentage increase in Correction Officer salary under the labor contract.

## ARTICLE VI

### EXECUTIVE BOARD

#### Section 1.

- (a) The Executive Board shall be comprised of the President, the Executive Vice President, the Vice Presidents, the Secretary/Treasurer and eight (8) members to be elected at large by the membership. At least two (2) of the eight (8) at large Executive Board positions shall be reserved for members who are not Corrections Officer I or Corrections Officer II.
- (b) The Executive Board shall have governing authority over the Association and its subordinate bodies. The Executive Board shall have the power to supervise all business and financial affairs of the Association and to

authorize all expenditures and allowances deemed necessary to effectuate or accomplish the objectives of the Association or for its benefit.

- (c) The Executive Board shall meet at least quarterly and at such other times it may be convened at the request of the President or a majority of its members. In all matters requiring action by the Executive Board, when the Executive Board is not in formal session, the Executive Board may act by telegram, letter, facsimile or long-distance telephone or by other satisfactory means of computer-generated communication. Such action so taken by the members of the Executive Board shall constitute action of the Executive Board as though the Executive Board was in formal session. A quorum of the Executive Board for the transaction of business shall be a majority of its members. A majority of Executive Board members participating and voting in the formal or informal session, when action is taken, shall decide the issue or matter before the Executive Board, except in circumstances where this Constitution may specifically require more than a majority vote.
- (d) All correspondence for the Executive Board shall be acknowledged and prepared by the Secretary/Treasurer for submission to the Executive Board. Decisions by the Executive Board shall be transmitted by the Secretary/Treasurer to all interested parties.
- (e) The Executive Board shall decide all points of law arising and all policies under the jurisdiction of the Association and all grievances and appeals, unless otherwise provided in this Constitution. The decisions of the

Executive Board shall be in full force and effect unless reversed in accordance with the procedure set forth in the Constitution.

- (f) The Executive Board is empowered to enter into agreements which, in its judgment, are in the best interests of the membership of the Association and to establish laws, policies and rules that are necessary to effectuate the purposes and objectives of the Association. The Executive Board shall have the ultimate power to interpret or construct the meaning of provisions set forth in this Constitution.
- (g) The Executive Board shall be empowered to retain an independent auditor for the Association and to establish all rules and policies that will govern the financial affairs of the Association and the protection of its assets.
- (h) The Executive Board shall have the power to formulate and put into operation a fringe benefit plan or plans for the benefit of the employees of the Association. The Executive Board shall also establish general personnel policies, rules and regulations relating to employees of the Association.
- (i) The Executive Board shall have the authority to issue, or revoke, Charters to Local Unions and other subordinate bodies and to identify the jurisdiction of such Local Union or other subordinate body.
- (j) The orders and decisions of the Executive Board between General Membership meetings are supreme. Officers of the Association and officers of subordinate bodies, as well as all agents, representatives, employees and members of the Association must obey them and faithfully carry them out. Any action by an officer, representative, agent, employee

or member contrary to such decisions and orders shall constitute a violation of this section.

- (k) When, for any reason, a vacancy occurs during a term of office among the officers or the Executive Board members of the Association, the Executive Board shall, as soon as may be practicable, but not more than sixty (60) days from the time the vacancy occurs, appoint a member qualified to serve to fill such vacancy for the remaining term of the office.

## ARTICLE VII

### NOMINATIONS AND ELECTIONS

**Section 1.** Nomination and election of Association officers and Executive Board members:

- (a) The election of officers and Executive Board members of the Association shall occur, by mail ballot, every three (3) years, commencing in the year 2004. Incumbent officers and Executive Board members of the Association, having been duly elected or appointed prior to the adoption of this Constitution, shall continue to serve their term of office as if elected pursuant to the provisions set forth in this Constitution until the next election.
- (b) In June of each election year, a mail ballot for the election of Association officers and Executive Board members shall be conducted by the Election Committee pursuant to rules and regulations that shall be adopted by the Committee and approved by the Executive Board. Such rules and regulations shall not be inconsistent with the provisions in this Constitution. No member who is a candidate for office may serve on the

Election Committee during a period ninety (90) days prior to the nomination meeting through ninety (90) days subsequent to the conduct of the election. Vacancies that may occur on the Election Committee by operation of this provision shall be filled in accordance with provisions set forth in Article VIII, Section 3.

- (c) The Election Committee shall be empowered to retain the services of an outside impartial agency to conduct the mail ballot and the Association shall pay for such expense and all other reasonable expenses related to the conduct of the election.
- (d) Only active members in good standing and who otherwise qualify for office or Executive Board positions as set forth herein shall be eligible as candidates for such position(s).
- (e) Write-in ballots shall not be permitted in any election. Only the names of candidates who have been duly nominated for office shall appear on the mail ballot.
- (f) All active members in good standing shall be eligible to cast votes for officers and Executive Board members. A member must return his or her mail ballot within fourteen (14) days of the date the ballot was mailed to him or her. The postmark on the return envelope shall be sufficient evidence of compliance (or lack thereof) with this provision.
- (g) Rules and regulations that will govern the election shall be posted at each facility in which active members are employed or on the Association's website.

- (h) The Election Committee shall establish rules and regulations that will govern protests of the election. Such rules and/or procedures shall provide that a member may file a written protest concerning the conduct of the election within five (5) working days after certification of the election results and establish a process by which the Election Committee shall fairly and impartially determine such protests. Rulings by the Election Committee concerning any post-election protest shall be issued within twenty-one (21) days following the receipt of the protest. The determination by the Election Committee concerning any election protest shall be final and binding, except that a decision to overturn the results of an election and/or conduct a rerun election shall be subject to approval by the State Board which shall be convened to determine the matter within ten (10) days following the Committee decision..
- (i) Officers and Executive Board members who have been certified as elected shall be sworn in and take office not later than the first Monday following thirty (30) days after their election. Where a pending election protest may affect only some, but not all, offices or Executive Board positions, the pendency of the election protest shall not cause a delay in the swearing in of the unaffected offices or Executive Board positions.
- (j) In May of each election year, a Special Meeting of the membership shall be convened by the Executive Board for the purpose of receiving nominations for Association officers and Executive Board positions. Notice of the nomination meeting shall be given to all active members in good standing by mail posted to their last known home address at least ten

(10) days prior to the nomination meeting date, or the notice shall be posted at facilities at which active members are employed or on the Association website.

- (k) A member who is qualified to hold office or an Executive Board position may not be nominated for more than one such position. A member who is nominated must indicate his or her acceptance of the nomination at the meeting or, if he or she is unable to attend the meeting, the nomination must be accepted by means of a written communication to the Chairman of the Election Committee, postmarked within seventy-two (72) hours following the conclusion of the nomination meeting. A member who does not accept the nomination pursuant to this provision shall not be eligible to be a candidate for office.
- (l) In the event nominations are closed and there is no contest in relation to a particular office or the Executive Board positions, the Election Committee shall certify the candidate(s) as having been duly elected by acclamation and no election need be conducted in relation to such office or position. The special nomination meeting of the membership shall be chaired by the President, but the President shall transfer the Chair to the Chairperson of the Election Committee to conduct all business of the Association that relates to the nomination of candidates. Any disputes or issues that may arise during the meeting that relate to the qualification of a candidate or the nomination and election procedure shall be determined by a vote of the Election Committee.

- (m) Eligibility to hold the position of Association officer or Executive Board member. An active member in good standing shall be eligible to hold the position of Association officer or Executive Board member if:
- (1) The member has been an active member in good standing of the Association for at least two (2) years and has been employed as a member of the H1 bargaining unit for at least five (5) years; and
  - (2) The member has maintained his or her good standing during the two (2) years immediately preceding the nomination; and
  - (3) The member has served as an Association officer or Executive Board member, or a Local Union officer or Executive Board member for two (2) years.
- (n) All officers and Executive Board members shall hold office until their successor is duly elected, qualified and installed.
- (o) A member shall cease to be qualified to hold office if he or she loses status as an active member in good standing of the Association. An officer or Executive Board member who retires from the Commonwealth during his or her term of office shall be considered as "inactive," for the purpose of this provision. In order to maintain your elected position in good standing you must be in an "active" paid status as a state employee in the H-1 bargaining unit.
- (p) Every active member in good standing shall have the right to nominate, vote for or otherwise support the candidate of his or her choice, subject to the provisions of this Constitution.

**Section 2.** Nomination and election of Local Union officers and Local Union

Executive Board members:

- (a) Officers and Executive Board members of a Local Union shall be elected for terms of one or two years in accordance with procedures set forth in Local Union Bylaws. Incumbent officers and Executive Board members of the Local Union, having been duly elected or appointed prior to the adoption of this Constitution, shall continue to serve their term of office as if elected or appointed pursuant to the provisions set forth in this Constitution until the first Local Union election that shall be scheduled in the Bylaws.
- (b) No write-in ballots shall be permitted in any election. The names of candidates who have been duly nominated for office shall appear on the ballot.
- (c) All active members in good standing of a Local Union shall be eligible to cast votes for officers and Executive Board members of the Local Union.
- (d) The Executive Board of a Local Union shall, at least sixty (60) days prior to the nomination meeting, establish rules and regulations that will govern the election, such rules not to be inconsistent or in conflict with rules set forth in the Local Union Bylaws, this Constitution or the policies established by the Association Executive Board. In the event of any controversy concerning fairness or application of such rules, a member may file an appeal to the Association Executive Board which shall have authority to determine the issue.

- (e) Within five (5) working days after an election, a member may file a written protest concerning the conduct of the election with the President of the Association. The President shall be authorized to investigate and determine the election protest and his or her decision shall be issued within thirty (30) days, unless the President specifically determines that additional time is needed to investigate the matter. Any member who is aggrieved by a ruling of the President under this provision may appeal the matter, in writing, to the Association Executive Board within five (5) working days following the President's written determination. The Executive Board will issue a written determination concerning the appeal in a timely manner, in accordance with its policies and procedures. A ruling by the President under this provision shall be final and binding, unless appealed. Following a timely appeal, the decision by the Executive Board will be final and binding on all parties.
- (f) In the event an issue arises during a nomination meeting concerning the qualification (or lack thereof) of a member to hold a Local Union office or Executive Board position or where a member is not satisfied with the ruling of the Chair at the meeting, a member may appeal the ruling to the Association President within forty-eight (48) hours after the nomination meeting. Such appeal shall be in writing and shall state specifically the reasons for challenging the ruling of the Chair. The President shall be authorized to investigate the matter and shall issue a prompt ruling concerning the qualification (or lack thereof) of the member within five (5) working days. The President's decision shall be final and binding

- (g) In the event nominations for Local Union office or Executive Board positions are closed and there is no contest in relation to a particular office or Executive Board position(s), the presiding officer of the meeting shall certify the candidate(s) as having been duly elected by acclamation and no election need be conducted in relation to such office or position.
- (h) There shall be no write-in candidates during any election.
- (i) Any issues or controversies relating to the conduct of Local Union elections that may arise shall be determined by the Association Executive Board, except as otherwise provided in the Constitution.

## ARTICLE VIII

### COMMITTEES

**Section 1.** The Association shall have the following standing Committees:

- (a) Collective Bargaining Committee;
- (b) Health & Welfare Committee;
- (c) Finance Committee;
- (d) Grievance Committee;
- (e) Legislative/Political Action Committee;
- (f) Election Committee;
- (g) Judicial/Ethics Committee;
- (h) Constitution and Bylaws Committee.

The purpose of each Committee shall be to research and review, and provide recommendations and advice to the Executive Board on matters falling within the purview of each respective Committee and to fulfill such other duties as may be set forth in the Constitution.

**Section 2.** The duties and responsibilities of each Committee shall be determined by the Executive Board, except as such duties may be specified in this Constitution.

**Section 3.** Members of each Committee shall be appointed by the President, upon approval by the Executive Board. Each Committee shall consist of at least five (5) members, one of whom shall be a member of the Executive Board. Each Committee, other than the Finance Committee and the Judicial/Ethics Committee shall elect a Chairman and Recording Secretary. The Finance Committee shall be chaired by the Secretary/Treasurer. The Judicial/Ethics Committee shall be chaired by the Executive Vice President.

**Section 4.** The Executive Board may expand the membership of any standing Committee as needs or circumstances may determine. Standing Committees may not, however, have fewer members than are required by the Constitution.

**Section 5.** Committee members may be removed from service on a Committee for good and sufficient reasons by action of the Executive Board.

**Section 6.** The Recording Secretary of each Committee shall provide copies of all Committee Minutes to members of the Executive Board as soon as may be practicable after each Committee meeting. Records of all Committees shall be available to members of the Executive Board for inspection at any time.

**Section 7.** The Executive Board may establish additional special Committees as it deems necessary.

**ARTICLE IX**  
**STATE BOARD**

**Section 1.** The State Board shall be comprised of members of the Association Executive Board and the President and Vice President of each Local Union.

**Section 2.** The State Board shall function primarily as an advisory body to the Executive Board to provide information and advice concerning membership issues, including, but not limited to collective bargaining issues, problems in the workplace, financial issues concerning the membership and other matters relating to the welfare of the Association membership. When a motion concerning an issue as noted above passes by a 2/3 majority roll call vote of those attending the State Board meeting, the motion shall then carry four (4) affirmative votes into the next regularly scheduled Executive Board meeting and a vote dealing with said motion must be taken. This provision shall not empower the State Board in any way nor shall it be used to circumvent the language in this document in any other way.

**Section 3.** The State Board shall serve as an appellate body to consider and determine appeals that may be processed under provisions set forth in Article XV and Appendix B of the Constitution and to perform such other duties as may be set forth in this Constitution.

**Section 4.** Meetings of the State Board shall be conducted semi-annually and at such other times as may be determined by the Executive Board. The meetings shall be chaired by the President, or, in his or her absence, the Executive Vice President. In the event of the absence of the President and Executive Vice President, the Executive Board members present shall determine the Chairperson of the meeting.

**Section 5.** State Board members who miss two (2) consecutive meetings without sufficient cause may be subject to removal from office by majority vote of their Local Union. In

the event a vacancy in a Local Union office is created by this provision, the members of the Local Union shall elect a replacement to serve out the term of the office of the removed member.

**Section 6.** A Local Union President or Vice President who resigns or is removed from office shall be considered as having resigned his or her position on the State Board. The individual duly elected or appointed by the Local Union membership to serve the remaining portion of the officer's term shall automatically be accepted as a member of the State Board.

**Section 7.** A quorum for transaction of business by the State Board shall be a majority of its members.

## ARTICLE X

### LOCAL UNIONS

**Section 1.** Local Unions subordinate to this Association may be chartered in any DOC/DPW location pursuant to policies adopted by the Executive Board.

**Section 2.** The primary purpose of Local Unions is to disseminate information to the membership employed in its facility, solicit input on issues affecting the members in the facility and to resolve disputes that arise at the facility, subject to rules and policies that may be established by the Association Executive Board.

**Section 3.** Local Unions shall meet on a regular monthly schedule, consistent with provisions set forth in the Local Union Bylaws. Local Unions must conduct a minimum of nine (9) monthly meetings in each calendar year. The President of each Local Union shall be responsible for notifying members of the time, date and place of each regular or special Local Union meeting.

**Section 4.** Votes taken and decisions made at the Local Union meetings must be such that their impact does not affect other Association members in other facilities and are not

contrary to this Constitution or Association rules, regulations, policies and/or existing collective bargaining agreements.

**Section 5.** A quorum for the conduct of business at a Local Union meeting shall be ten (10) Local Union members.

**Section 6.** The officers of the Association and members of its Executive Board, or their designees, shall have a right to attend any regular or special Local Union meeting and a right to address the membership of the Local Union in relation to any issue.

**Section 7.** Each Local Union shall adopt Bylaws that shall not be inconsistent with provisions set forth in this Constitution or the rules, regulations, policies or decisions of the Association Executive Board. In the event of any conflict between provisions set forth in Local Union Bylaws and this Constitution or any rule, regulation, policy or determination that is adopted pursuant to provisions set forth in the Constitution, this Constitution and its duly promulgated rules, regulations, policies and determinations by the Executive Board shall be deemed supreme and conflicting provisions in Local Union Bylaws shall be construed as null and void. Local Union Bylaws, upon approval by the membership of the Local Union, shall not become effective until the Local Union Bylaws have been transmitted to the Association Executive Board, which shall have the power to accept or reject the Local Union Bylaws.

**Section 8.** Local Union officers shall be comprised of a President, Vice President, Recording Secretary and Treasurer, provided, however, that Local Unions may approve Bylaws that combine the Recording Secretary and Treasurer offices. The Local Union Executive Board shall be comprised of the Local Union officers and a number of members to be elected at large by the Local Union, as set forth in its Bylaws.

- (a) The President shall chair all meetings of the Local Union Executive Board and all Local Union membership meetings.

- (b) The President shall have such other duties as may be assigned by the Local Union's Bylaws, the Local Union Executive Board, the Association Executive Board and/or the Association President.
- (c) The Vice President shall fill the office of President in the event the Local Union President resigns, becomes incapacitated or in the event of a vacancy in that office. The Vice President shall assume the duties of the President in chairing any meetings when the President is absent. The Vice President shall also act as Chief Steward in the representation of Local Union members.
- (d) The Local Union President shall be responsible for maintaining all records relating to the Local Union operation and shall be custodian of such records.

**Section 9.** All Local Union checks and/or drafts shall require two signatures, one of which must be the Treasurer and the other to be an officer and/or member of the Local Union Executive Board, other than the President.

**Section 10.** Special meetings of the Local Union membership may be called by the Local Union President or at the request of a majority of Local Union Executive Board members. Special meetings may also be called by the Association President or the Association Executive Board.

**Section 11.** Meetings of the Local Union membership and the Local Union Executive Board, to the extent not otherwise set forth in the Local Union Bylaws, shall be conducted in accordance with Roberts Rules of Order.

## ARTICLE XI

### MEMBERSHIP

**Section 1.** Membership in the Association shall consist of the following classifications:

- (a) Active members: All active employees of the Commonwealth of Pennsylvania whose job titles place them within the classification(s) included under the certifications of the Pennsylvania Labor Relations Board or recognitions set forth below, shall be members of the Association if the individual otherwise satisfies the requirements for membership in good standing set forth in the Constitution and policies adopted by the Association Executive Board including payment of full financial obligation(s) to the Association pursuant to its rules and regulations (PERA Case Nos. R-776-C; R-1062-C; R-1066-C; U-86-477-E; U-89-500-E and any successor or supplementary certifications or recognitions that may be achieved by the Association).
- (b) Associate Members: Associate Member status shall be defined by policies adopted by the Association Executive Board and shall include retired members and other individuals who may be eligible for Associate Member status. Associate Members shall not be entitled to vote or to hold any elective office under this Constitution, but may, pursuant to policies of the Association Executive Board, hold appointed positions.

**Section 2.** The benefits of membership as set forth in this Constitution are strictly reserved to active members in good standing, except as may otherwise be determined by the Association Executive Board.

**Section 3.** All rights not expressly reserved to other persons and/or bodies in this Constitution shall be reserved to the active members in good standing of the Association. These

include the right(s) to ratify negotiated collective bargaining agreements that are not subject to the binding arbitration provisions set forth in Act 195, the right to approve all amendments to this Constitution and the right to vote in Association and Local Union elections consistent with provisions set forth in this Constitution.

Any former member who has voluntarily resigned their membership, or any employee who has chosen not to become a member within thirty (30) days of graduating from the DOC Training Academy shall be permitted to become a member of the Association upon payment of an admission fee in an amount established by the Executive Board from time to time.

**Section 4.** A special or general session meeting of the membership may be convened at any time by the Executive Board. The Executive Board shall determine the date, time and place for the meeting and shall determine the agenda for the meeting. The President or his/her designee shall chair the meeting. The Secretary/Treasurer shall cause to be made a posting at each facility to notify the membership of the date, time, purpose and location of the membership meeting.

## ARTICLE XII

### DUES

The dues for active members shall be no more than one- and one-half percent (1½%) of base pay, per pay period, payable through payroll deductions. There shall be no initiation fees for newly hired employees within the bargaining unit, however, an admission fee may be charged to former members or non-members per the provisions of Article XI, Section 3. The Executive Board shall establish rules and regulations in conformity with applicable state and/or federal laws.

## ARTICLE XIII

### FUNDS AND PROPERTY OF THE

## ASSOCIATION AND ITS SUBORDINATE BODIES

**Section 1.** All funds and/or property of the Association, Local Unions or other subordinate bodies, derived from any source, shall be held in the name of the Association, Local Union or subordinate body, as the case may be, and shall not be transferred or conveyed to any other person, body, committee, entity or organization, whether incorporated or unincorporated, except as permitted in this Constitution. Nothing in this provision shall prevent the Executive Board, a Local Union or other subordinate body from paying any properly authorized bill or obligation of the Association, Local Union or subordinate body in accordance with provisions set forth in this Constitution or the Bylaws of the subordinate body.

**Section 2.** The funds and/or property of the Association, Local Union or subordinate body shall be used for such purposes only as are specified in this Constitution or in accordance with policies duly adopted and approved by the Executive Board. No member, or his or her heirs, administrators, executors or assigns, or any other person, shall possess any right, title, interest or claim of any kind, actual or beneficial, in the funds, property, assets, entitlements or expectancies of this Association.

**Section 3.** In no event shall the funds, property or assets of the Association, a Local Union or a subordinate body be loaned or donated to members. This provision shall not prohibit the Association from establishing a special fund for use as strike benefits, sick or disability benefits or for other like or related purposes in accordance with standards and guidelines that may be established by the Executive Board.

**Section 4.** The funds and/or property of a Local Union or subordinate body shall not be divided among the members, individually, but shall remain the funds and property of the Local Union or subordinate body, for its legitimate purposes. In the event of the revocation of a Charter or the dissolution of a subordinate body, any funds held in the name of the Local Union

or subordinate body shall be promptly transmitted by the Treasurer of such body to the Secretary/Treasurer of the Association and shall become the property of the Association. The Association and its subordinate bodies shall not be liable for any debts or obligations of any Local Union or subordinate body by virtue of the transfer or reversion to the Association of any funds or property of such Local Union or subordinate body pursuant to this Section; and, if a court of competent jurisdiction should rule otherwise, the said liability shall be strictly limited to the funds and property owned by such Local Union or subordinate body at the time of said transfer or reversion.

**Section 5.** If it deems it necessary or appropriate to protect the funds, property or assets of the Association, the Executive Board shall be empowered to incorporate the Association or any of its subordinate bodies pursuant to the Pennsylvania Non-Profit Corporations Law or to form such other legal entity or Trust as may be necessary to protect the interests of members of the Association. In such event, the governing documents of such corporation or other legal entity or Trust shall maintain the basic structure of this Constitution, to the maximum extent permissible by law.

#### **ARTICLE XIV**

#### **TRUSTEESHIPS**

For the purpose of correcting corruption, financial malpractice, assuring the performance of collective bargaining agreements, restoring democratic procedures and otherwise carrying out the legitimate objects of the Association, the Association Executive Board shall be empowered to impose Special Trusteeships under the authority, and within the framework of procedures, set forth in this provision and Appendix A of the Constitution. The Executive Board shall be empowered to develop and approve additional procedures and rules relating to Special

Trusteeships, provided such procedures or rules are not inconsistent with the provisions set forth in Appendix A.

## ARTICLE XV

### CHARGES, TRIALS AND APPEALS

The Association Executive Board shall be empowered to approve rules and procedures that will govern charges that may be filed by members of the Association against Association officers and/or Executive Board members, officers and/or Executive Board members of Local Unions and/or subordinate bodies, and members and the trials and appeals that may occur in relation to such charges; provided, however, the rules and/or policies in relation to such charges, trials and/or appeals shall not be inconsistent or in conflict with the provisions set forth in Appendix B of this Constitution..

## ARTICLE XVI

Conviction of a felony shall constitute automatic grounds for removal of any Association officer, Local Union officer or a member of any Executive Board. Such removal and disqualification from office shall be automatic upon conviction and shall not require a trial of the individual under provisions set forth in this Constitution.

## ARTICLE XVII

### AMENDMENT

This Constitution may be amended under either of the following procedures:

**Section 1.** Upon recommendation by the Executive Board: A proposed amendment to the Constitution may be referred by the Executive Board to the Chairperson of the Constitution Committee. A proposed amendment to the Constitution requiring financial resources of the Association will also be referred to the Chairperson of the Finance Committee for review and analysis. Each such proposed constitutional amendment shall be submitted by the Constitution Committee and, if applicable, the Finance Committee, to the Executive Board, with their respective recommendations for adoption or rejection, within sixty (60) days after referral.

The proposed amendment shall then be placed upon the agenda of the Executive Board for its next regular meeting, for first reading purposes only. At the next following meeting of the Executive Board, members of the Executive Board shall vote on the proposed amendment. Approval of the proposed amendment must be by a two-thirds vote of the Executive Board. Within ninety (90) days following approval of a proposed constitutional amendment by the Executive Board, a mail ballot shall be conducted by the Secretary/Treasurer of all active members in the Association for a vote in favor of or against the proposed constitutional amendment. Acceptance of the amendment by a two-thirds vote of the members voting shall constitute ratification of the amendment, and it shall thereupon become effective.

**Section 2.** Upon recommendation by the State Board: A proposed amendment to the Constitution may be submitted in written form to the Chairperson of the Constitution Committee upon the Motion of any Local Union, provided the Motion is seconded by a vote of five (5) other Local Unions. A proposed amendment to the Constitution requiring financial resources of the Association will also be forwarded to the Finance Committee for review and analysis. Each proposed constitutional amendment submitted under this Section shall be reported by the Constitution Committee and, if applicable, the Finance Committee, to the Executive Board with their respective recommendations for adoption or rejection of the proposed amendment, within sixty (60) days after the submission. The proposed amendment, submitted under this procedure, shall then be placed on the agenda of the Executive Board for its next meeting. Approval of the proposed amendment by the Executive Board shall not be required under this procedure, but the Executive Board may issue an opinion stating whether it has agreed to recommend or reject the proposed constitutional amendment and the reasons for its determination. The proposed amendment, together with any Committee or Executive Board reports, shall then be submitted for consideration by the State Board at its next regular meeting. Approval of the proposed

amendment must be by a two-thirds vote of the State Board. Within ninety (90) days following the approval by the State Board, a mail ballot shall be conducted by the Secretary/Treasurer in which all active members may vote in favor of or against the proposed amendment. Acceptance of the amendment by a two-thirds vote of the members voting shall constitute ratification of the amendment, and it shall thereupon become effective. A Motion or second by a Local Union under this procedure shall require a certification by the Secretary/Treasurer of the Local Union that the Local Union membership has voted to approve the Motion, or second, by resolution at a regular or Special Meeting.

#### **ARTICLE XVIII**

#### **SEVERABILITY**

The provisions of this Constitution are severable and, if any of the provisions herein shall be found to be unlawful or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

#### **ARTICLE XIX**

#### **INDEMNIFICATION**

The Association shall, to the full extent permitted by law, indemnify any person made, or threatened to be made, a party in any civil or criminal action or proceeding by reason of the fact that he or she, his or her Testator or intestate, (a) is or was an officer or official of the Association; or (b) served any corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity at the request of the Association; and the Association may, in the discretion of the Executive Board, indemnify such other Association personnel to the extent permitted by law. The Association may purchase liability insurance for officers and officials in such amounts and with such coverage as the Executive Board may, from time to time, deem appropriate, to indemnify the Association for any obligation incurred as a result of the

indemnification of officers and officials, and to indemnify officers and officials in instances in which they may not be indemnified by the Association.

## **ARTICLE XX**

### **DISSOLUTION**

Dissolution of this Association, may occur only as required or permitted by the laws of the Commonwealth of Pennsylvania

**CONSTITUTION OF THE  
PENNSYLVANIA STATE CORRECTIONS  
OFFICERS ASSOCIATION**

**APPENDIX A**

**TRUSTEESHIPS**

**CONSTITUTION OF THE  
PENNSYLVANIA STATE CORRECTIONS  
OFFICERS ASSOCIATION**

**APPENDIX A**

**TRUSTEESHIPS**

In accordance with the provisions set forth in Article XIV of the Constitution, the following provisions shall govern the imposition of Special Trusteeships by the Association Executive Board:

**Section 1.** The Executive Board, with or without a hearing, but after investigation, shall have the power to appoint a Special Trustee to take immediate charge and control of a Local Union or other subordinate body and its affairs for the purpose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements, restoring democratic procedures or otherwise carrying out the legitimate objects of the Association.

**Section 2.** Immediately upon appointment of a Special Trustee, the functions of all officers of the Local Union or subordinate body shall terminate and such functions shall pass to the Special Trustee. The Special Trustee may, thereupon, suspend or remove any officer or employee without pay and appoint temporary officers, or employees, in their place who shall act under the Special Trustee during the term of such Trusteeship. The Special Trustee shall take such other action as, in his or her judgment, is necessary for the preservation of the Local Union or subordinate body and the rights and interests of the members.

**Section 3.** The Special Trustee shall report, from time to time, on the affairs and progress of the Special Trusteeship to the Executive Board. The Special Trustee's conduct shall be subject to the supervision of the President and the Special Trustee may be removed or replaced with a Successor Trustee at any time by action of the Executive Board.

**Section 4.** The Special Trustee shall take possession of all the funds, books, papers and other property of the Local Union or subordinate body and shall manage its affairs during the Special Trusteeship in accordance with provisions set forth in this Constitution and policies adopted by the Executive Board.

**Section 5.** As soon as is practicable following the imposition of a Special Trusteeship, but not later than thirty (30) days, a hearing shall be held to determine whether it is appropriate to continue the Trusteeship, given the interest of the Association and its members. The Executive Board shall appoint a three-person Committee to act as Hearing Officer(s). The hearing shall be conducted at a time and place designated by the Hearing Officer(s). During the hearing, the Special Trustee shall present evidence relating to the imposition and/or continuation of the Special Trusteeship. Members of the Local Union may be present and provide evidence in support of or in opposition to the Special Trusteeship. Members of the Local Union and officers of the Association may also attend the hearing. Legal counsel shall not be permitted for any

party in the hearing, except that counsel for the Association may be present to advise the Hearing Officer(s). Rules relating to the conduct of the hearing that are fair and just will be established by the Executive Board and/or the Hearing Officer(s). Within thirty (30) days following the conclusion of the hearing, the Chairman of the Hearing Officer(s) shall submit a written, detailed report recommending Findings and Conclusions to the Executive Board. The Executive Board shall, within thirty (30) days thereafter, issue a written determination, which shall be final and binding, concerning the dissolution and/or continuation of the Trusteeship.

**Section 6.** Within six months of the imposition of a Special Trusteeship, the Executive Board shall set a date by which the Special Trusteeship shall end or the Executive Board shall issue a written determination for continuation of the Special Trusteeship. No Special Trusteeship shall last longer than eighteen (18) months.

**CONSTITUTION OF THE  
PENNSYLVANIA STATE CORRECTIONS  
OFFICERS ASSOCIATION**

**APPENDIX B**

**CHARGES, TRIALS AND APPEALS**

**CONSTITUTION OF THE  
PENNSYLVANIA STATE CORRECTIONS  
OFFICERS ASSOCIATION**

**APPENDIX B**

**CHARGES, TRIALS AND APPEALS**

**Section 1.** The basis for charges against members, officers, Local Unions or any subordinate body of the Association may consist of the following:

- (a) Violation of any provision of the Constitution or of any rule or regulation promulgated by the Executive Board.
- (b) Violation of membership obligations;
- (c) Disloyalty to the Association;
- (d) If an officer – neglect, inefficiency or incompetence in the performance of the officer's duties; failure to advance and promote the interests of members of the Association; performing acts detrimental to the interests of the Association; utilizing the officer's official position to engage in enterprises which are inimical to the welfare of the Association and contrary to the interests of its members
- (e) Misappropriation; embezzlement; misuse or improper handling of Association funds; altering or tampering with membership records or Association books or making false official reports; or failure to account for receipts and disbursements in accordance with Association financial policies.
- (f) Abusing fellow members or officers in or near an Association meeting or disrupting Association meetings.
- (g) Engaging in any activities which tend to bring the Association or its subordinate bodies into disrepute or which tend to reflect upon its good name, standing and reputation.
- (h) Violation of lawful instructions or directives issued by officers or representatives of the Association.
- (i) Conducting the affairs of a Local Union or subordinate body, or permitting its officers to so conduct its affairs, as to hinder, prejudice or injure the rights or interests of members of the Association.

- (j) Such other acts and conduct which shall be considered inconsistent with the duties, obligations and responsibilities of a member, officer or subordinate body of this Association.

**Section 2.** Charges against Association officers and Executive Board members:

- (a) Any officer or member of the Executive Board of the Association who violates the Constitution or is negligent in the performance of his or her duties may be charged and tried when such charges are preferred by a Motion made by any Local Union and seconded by five (5) Local Unions. If, after an impartial trial by the Association Executive Board, an officer is found guilty by that body, he or she shall be appropriately disciplined, up to and including removal from office.
- (b) If the officer or Executive Board member charged, or the Local Union or Local Unions that preferred the charges, are not satisfied with the result of the trial, they may appeal the decision of the Executive Board to the State Board. The decision of the State Board shall be final and binding in relation to such charges.
- (c) If an appeal to the State Board is filed by an officer or Executive Board member who has been found guilty under this provision, and where the State Board is not otherwise scheduled to meet within a period of thirty (30) days from the date of filing of the appeal, the Executive Board shall convene a Special Meeting of the State Board to consider the appeal.
- (d) An officer or Executive Board member who, following trial, has been suspended or removed from office, shall stand suspended from office pending such time as the appellate body has issued a final ruling in the case.

**Section 3.** Charges against Local Union or subordinate body officers:

- (a) Any Local Union officer or officer of any subordinate body (other than an Association officer or Executive Board member) who violates the Constitution or is negligent in the performance of his or her duties may be charged and tried when such charges are preferred by a member. If, after an impartial trial by the Association Executive Board (or the Association Judicial/Ethics Committee to whom the Executive Board may delegate the matter, in its discretion), the officer is found guilty by that body, he or she shall be appropriately disciplined, up to and including removal from office.
- (b) If the officer or officers charged, or the member(s) that preferred the charge, is not satisfied with the result of the trial, they may appeal the decision of the Executive Board (or the Judicial/Ethics Committee) to the

State Board. The decision of the State Board shall be final and binding in relation to such charges.

- (c) If an appeal to the State Board is filed by an officer who has been found guilty under this provision, and where the State Board is not otherwise scheduled to meet within a period of sixty (60) days from the filing of the appeal, the Executive Board shall convene a Special Meeting of the State Board to hear the appeal.
- (d) An officer who, following trial, has been suspended or removed from office, shall stand suspended from office until such time as the appellate body has issued a final ruling in the case.

**Section 4.** Charges against a member (other than officers or Executive Board members covered by Sections 2 and 3):

- (a) A member who violates the Constitution may be charged and tried when such charges are preferred by another member. If, after an impartial trial by the Local Union Executive Board, a member is found guilty by that body, he or she shall be appropriately disciplined.
- (b) If the member so charged, or the member(s) that preferred the charge, is not satisfied with the result of the trial, he or she may appeal to the Association Executive Board.
- (c) If the member so charged, or the member(s) that preferred the charge is not satisfied with the result of the Executive Board decision on appeal, he or she may appeal the matter to the State Board. The appeal shall be considered by the State Board at its next regularly scheduled meeting. The determination by the State Board shall be final.

**Section 5.** The Association Executive Board, upon review by the Judicial/Ethics Committee, shall develop and publish rules and regulations for the conduct of trials of members and officers under this Article, consistent with provisions set forth in the Constitution and this Appendix B.

**Section 6.** When, in its judgment, the interests of the Association so require, the Executive Board may exercise original jurisdiction to act as a Trial Board in any pending case involving charges against any member.

**Section 7.** When original jurisdiction is exercised by any trial body under this Constitution, the procedure for the filing and processing of charges shall be as follows:

- (a) Charges must be filed within a reasonable time after the occurrence of the alleged violation or its occurrence became known or should have been known.
- (b) The party preferring the charges shall present them in writing, in duplicate, and file them with the Secretary of the trial body.

- (c) Such charges shall be sufficiently explicit as to reasonably inform the accused of the nature of the accusations against him or her.
- (d) The Secretary shall promptly forward a copy of the charge(s) by registered or certified mail to the party charged, together with a notice of the date, time and place of the hearing, such date not to be less than fourteen (14) days or more than sixty (60) days after the charges have been mailed. At the same time, the Secretary shall also send, by mail, notice of the date, time and place of the hearing to the party preferring the charges, and a copy to all other interested parties.
- (e) The party charged may file a written statement explaining or opposing the charges. However, failure to file such written statement shall not deny such party the right to appear at the hearing and defend.
- (f) The parties to the proceeding may appear at the hearing personally and with witnesses. Any person who can give evidence concerning the charge can be called as a witness, regardless of whether the person is a member or not.
- (g) Each party shall have the right to select a member of the Association to act as counsel in the case. The member selected as counsel shall not be a lawyer.
- (h) The Trial Board may, if it deems advisable, exclude all other witnesses from the hearing room while a witness is testifying, except the parties directly interested and their counsel.
- (i) Rules relating to the conduct of all trials shall be in accordance with policies adopted by the Executive Board.
- (j) At the conclusion of any trial, hearing or appeal, a decision shall be rendered by a majority of the members of the Trial or Appeal Board in each case.
- (k) Every decision of a trial or appellate body shall be reduced to writing and a copy thereof furnished to each directly interested party.

**Section 8.** Records of all proceedings below, including the charges, transcript or summary of evidence and Trial Board decision must be forwarded, duly attested by the Secretary of such trial or appellate body, to the Secretary/Treasurer of the Association who shall file same for future reference. Upon the filing of an appeal under any provision set forth in this Article, the record of the trial or appellate body must be forwarded, duly attested by the Secretary of such trial or appellate body, to the Secretary of the next appellate body.

**Section 9.** The Findings and Conclusions of the Trial Board of a Local Union shall be conclusive on such Local Union and shall not be subject to review by the Local Union

membership. Such Findings and Conclusions can be reviewed only as specified in this Constitution.

**Section 10.** Decisions and penalties imposed upon the members, officers, Local Unions or other subordinate bodies found guilty of charges, may consist of reprimands, fines or other monetary penalty, suspensions, expulsions, removal from office or position, revocations of Charters or demands to do or perform, or refrain from doing or performing, specified acts. If the penalty is by way of fine or command to pay or reimburse a sum of money, the penalty shall be held in suspense until all appeals are exhausted. If no appeal is taken, the penalty by way of fine or command to pay or reimburse a sum of money shall be effective immediately.

**Section 11.** Appeals:

- (a) Any directly interested party to a proceeding in which a decision has been rendered, feeling aggrieved over such decision, may take an appeal therefrom in accordance with provisions set forth in this Constitution Appendix B.
- (b) Appeals from decisions of Trial Boards of Local Unions shall be taken to the Association Executive Board. Appeals from the decisions of the Association Executive Board shall be taken to the State Board.
- (c) Every appeal must be taken within thirty (30) days from the date the decision of the lower tribunal or body is rendered. It shall be presented in writing and signed by the appellant. There shall be annexed to the appeal a copy of the decision below. A copy of the appeal should be filed with the Secretary of the body to which the appeal is taken. Failure to take an appeal within the thirty (30) day period shall be grounds for disallowing the appeal by the appellate body.
- (d) Promptly upon receipt of notice of appeal, the Secretary of the body from which the appeal was taken shall prepare all the papers and documents in the case which constitute the record and shall forward same to the Secretary of the body to which the appeal is taken.
- (e) The parties to the appeal shall have fifteen (15) days in which to file, with the Secretary of the appellate body, a written statement and written argument in support of their contentions. The appellate body may then, at its convenience, but without unnecessary delay, proceed to consider the appeal and decide it. The appellate body may consider the appeal on the record as presented; or it may permit the parties to appear and present oral argument; or it may determine the appeal by a retrial of the entire case. An appellate body may, with or without opinion, affirm or reverse the decision below, alter the penalty or remand the case for further proceedings or alteration of penalty consistent with its direction or opinion.

**Section 12.** Failure on the part of any interested party to appear at any trial, appeal or hearing, when an appearance is required before the tribunal or body which has the matter before it, at the time and place designated in the notice for appearance, shall constitute a waiver of appearance and defense, and the trial, appeal or hearing shall proceed in the absence of such party. No member may be found guilty, even if the member fails to appear, unless evidence proving the charge is presented to the Trial Board.

**Section 13.** An expelled member shall not be admitted again to membership in the Association, except upon the written permission of the Executive Board.

**Section 14.** Members or officers of the Association and its subordinate bodies who may have controversies relating to Association affairs, or against whom charges have been preferred or against whom disciplinary or adverse action has been taken, shall be obligated to exhaust all remedies provided for in this Constitution before resorting to any court or tribunal.

# EXHIBIT B

# PENNSYLVANIA STATE CORRECTIONS OFFICERS ASSOCIATION

101 ERFORD ROAD • SUITE 200

CAMP HILL, PA 17011-1802

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1-866-GOPSCOA (PA)

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[www.pscoa.org](http://www.pscoa.org)



*Don McNany, President*  
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*Ed McConnell, Executive Vice President*  
vp@pscoa.org

*Roy Pinto, Vice President*  
rpinto@pscoa.org

*Percy Poindexter, Vice President*  
ppoindexter@pscoa.org

## **RESOLUTION BY THE PSCOA EXECUTIVE BOARD**

**WHEREAS**, the Executive Board has determined that, for ceremonial, procedural and substantive constitutional reasons, the creation of an "Oath of Office" for all elected Local Union officials is desirable; and

**WHEREAS**, in accordance with its policy-making authority as set forth in the Constitution, the Executive Board hereby adopts as a policy of the Association that all Local Union officials shall be administered an "Oath of Office" as set forth herein;

**NOW, THEREFORE**, the PSCOA Executive Board hereby resolves as follows:

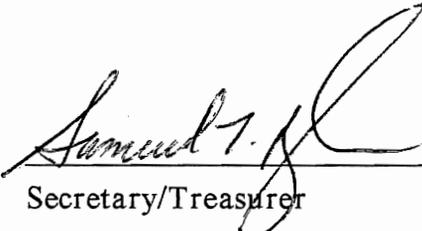
All elected Local Union officers and Executive Board members shall, as a condition for holding Local Union office or position, take the following Oath of Office:

"I \_\_\_\_\_, hereby pledge and affirm that I shall, with honor and integrity, fulfill the duties of the position of Local Union

(Insert: President, Vice President, Secretary, Treasurer, Secretary/Treasurer or Executive Board member, as appropriate), and that I shall, throughout my tenure in this position, apply and uphold the provisions set forth in the PSCOA Constitution, the policies of the Association and the provisions contained in the Local Union Bylaws. Upon leaving office, I agree that I shall turn over to my successor in office all Union records and property that may be in my possession, and I shall not be relieved of this obligation until I have complied with this law."

2. The Oath of Office shall be administered to all Local Union officers and/or Executive Board members during the meeting when they are scheduled to take office, or at such other time and place as may be approved by the PSCOA President. The Oath of Office shall be administered to the newly elected Local Union officers and/or Executive Board members by the outgoing President if he or she is willing, by a BA, or by any member in good standing who is selected for the occasion.

UPON MOTION made by BREZLER and **SECONDED** by  
KOT, this Policy is adopted as of the 29<sup>th</sup> day of  
JANUARY, 2004 to be effective immediately.

  
Secretary/Treasurer

# EXHIBIT C

# PENNSYLVANIA STATE CORRECTIONS OFFICERS ASSOCIATION



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*Roy Pinto, Vice President*  
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*Percy Poindexter, Vice President*  
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## **PSCOA Policy Reimbursable Expenses**

**1. Cell Phones:** The Policy of PSCOA adopted on January 29, 2004—Each Local is authorized a cell phone for the President and Vice President only. In addition, the entire cell phone bill must be submitted for reimbursement. **Change:** Maximum reimbursement for cell phone service will be \$150.00 per month per Local. Local Presidents must ensure they secure plans with adequate coverage under the limit set. A copy of the entire phone bill must be submitted.

**2. Donations to Charities:** Maximum of \$600.00 per year.

**3. Members in Distress:** All donations to members in distress will come from the main office.

**4. Flowers:** Reimbursement for funeral flowers for immediate family (spouse, child, mother, father, mother-in-law, father-in-law). Limit: \$50.00 per.

### **5. Meeting Expenses:**

- A. Food
- B. Copying
- C. Door Prizes—PSCOA Merchandise
- D. Hall Rental

### **6. Local Officer Expenses**

A. Mileage for EJAC/WJAC, State Board meetings, Executive Board meetings, and required travel will be paid by the main office.

- B. \$25.00 toward high speed internet for the Vice President only. No other internet will be reimbursed.

**7. Office Supplies:** Yearly limit of \$1000.00. Extraordinary expenditures must be cleared through the main office.

**8. Postage:** As needed

**9. Special Events:** Approved by main office.

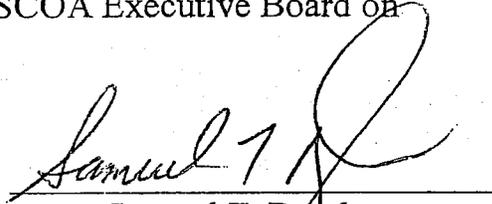
**10. Public Relations:** Approved by the main office.

**11. Other:** Copier maintenance agreement  
Small game of chance license

**12.** Copies of the sign in sheet for all Union meetings must be included in the monthly reimbursement report.

**13. Monthly Reimbursement:** Must be filed on a monthly basis.

This policy is adopted by the PSCOA Executive Board on September 16, 2004.

  
\_\_\_\_\_  
Samuel T. Brezler  
Secretary/Treasurer

# EXHIBIT D



**Pennsylvania State Corrections  
Officers Association**

**Forensic Investigation Report**

February 24, 2020

**Stephanie A. Stohon, CPA, CFE, CFF**

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# Pennsylvania State Corrections Officers Association

## Forensic Investigation Report

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February 24, 2020

Pennsylvania State Corrections Officers Association  
John Eckenrode, Western Region Vice President  
2421 N. Front Street  
Harrisburg, PA 17110

**RE: Forensic Investigation for PSCOA Local SCI Huntingdon**

We were engaged to perform an investigation of the potential misappropriation of funds from Pennsylvania State Corrections Officers Association (PSCOA) Local SCI Huntingdon.

This investigation was predicated upon an internal investigation ordered by newly elected PSCOA Local SCI Huntingdon Officers. The internal investigation was performed by former PSCOA union member Cory Yedlosky sometime in 2018.

John Eckenrode, Western Region Vice President – PSCOA, contacted Wessel & Company in August 2019 to perform a forensic investigation into the potential misappropriation of funds from PSCOA Local SCI Huntingdon.

**OBJECTIVES**

The objectives of the investigation were to:

1. Determine if funds were misappropriated during the period November 1, 2012 through December 31, 2017.
2. Determine the amount, if any, of misappropriated funds.

**BACKGROUND INFORMATION**

Pennsylvania State Corrections Officers Association (PSCOA) is registered as a 501(C) (5) organization that operates as a labor union for State Corrections Officers employed in Pennsylvania State Prisons. The mission of PSCOA is to *“Promote and improve the corrections profession, ensure that its members are treated fairly, with respect and dignity; ensuring the welfare of those employed in corrections and forensics, who unselfishly protect and serve the citizens of Pennsylvania.”*

PSCOA was established to improve the interests of its members through collective bargaining to secure better working conditions, wages, hours and other economic advantages for H-1 Bargaining Unit Members.

[www.wesselcpa.com](http://www.wesselcpa.com)

PSCOA has twenty-six (26) Local Unions across the State of Pennsylvania. This report pertains to PSCOA Local SCI Huntingdon.

Per review of the meeting minutes for PSCOA Local SCI Huntingdon, the list of officers elected by union members during the scope of this investigation, were as follows:

- President - Donald Moore
- Vice President - Loren Wilkens
- Treasurer - Bryan Peroni
- Secretary - Douglas Clark

### ***Events Leading up to the Investigation***

Members of PSCOA Local SCI Huntingdon became increasingly suspicious of the board members listed above, from attending monthly union meeting and listening to the Treasurer's report.

Shortly after electing new board members and due to the retirement of Bryan Peroni, an internal investigation was performed by a former union member, Cory Yedlosky.

Mr. Yedlosky discovered that the former Treasurer, Bryan Peroni, had been the only person that was signing checks. Bryan Peroni signed checks until February 2018 when new board members were elected.

Per review of the bylaws of PSCOA Local SCI Huntingdon adopted in December 2001, Bryan Peroni, as treasurer of PSCOA had the following duties: [See Appendix II](#)

1. Receive and receipt all monies for the local union.
2. Deposit all money received in the name of the local union in a bank or banks selected by the executive board.
  - a. **Money shall only be withdrawn by check, signed by the treasurer and a local officer or executive board member, in accordance with Article X section 9 of the PSCOA Constitution.**
3. Prepare and sign checks for such purposes as required or authorized by the membership or executive board.
4. Keep a detailed and accurate record of receipts and disbursements, submit a monthly operating statement of the financial transactions of the local for the previous month.
5. Act as a custodian of all properties of the local union.
6. Verify that any financial reports required by the association executive board are accurately written and submitted.
7. Chair the finance committee.
8. Keep a record of and pay all authorized bills related to the local union.
9. Perform any other duties within the purview of the Treasurer as assigned by the association or the local executive board.

### **SCOPE OF THE INVESTIGATION**

The scope of our investigation was the period November 1, 2012 through December 31, 2017.

## SOURCE DOCUMENTS

We obtained the following documents:

- Bank statements and copies of cancelled checks for the following bank and investment accounts:

<u>Name on Account</u>	<u>Bank</u>	<u>Account Number</u>	<u>Dates</u>
PSCOA SI Huntingdon, C/O Bryan Peroni	Northwest Savings Bank	xxxxxxx3290	11/1/2012 – 12/31/2017

- Cash Receipt Reports from Collette Harcelrode, SCI Huntingdon Bookkeeper
- Backup for PSCOA Local SCI Huntingdon reimbursement payments

## APPROACH

### ***Fraud Examiner Team Members***

Stephanie Stohon, CPA, CFE, CFF, Wessel & Company; Evan Sokira, CFE, Wessel & Company.

### ***Procedures***

As part of the examination of this matter, the following actions were taken:

- A. In August of 2019, we received a request from John Eckenrode, PSCOA Western Region Vice President, to perform forensic accounting procedures on the accounts of PSCOA Local SCI Huntingdon.
- B. Evan Sokira, CFE, of Wessel & Company, met with Trooper Matthew Cornetti of the Pennsylvania State Police and John Eckenrode, PSCOA Western Region Vice President on Wednesday September 25, 2019 to obtain the background information.
- C. We obtained bank records and other records.
- D. We reviewed bank account information for PSCOA Local SCI Huntingdon.
- E. We reviewed PSCOA Policies and Procedures (both during the scope of the audit and the current procedures).
- F. We reviewed the listing of payments received by SCI Huntingdon Wellness Committee.
- G. We prepared spreadsheets to summarize our findings.

## FRAUD THEORY

**“Misappropriation” of assets can also be called “embezzlement.”**

According to *Black's Law Dictionary*

“Embezzlement is the fraudulent appropriation of property by one lawfully entrusted with its possession. To "embezzle" means willfully to take, or convert one's own use, another's money or property, of which the wrongdoer acquired possession lawfully, by reason of some office or employment or position of trust.”

**Embezzlement normally has three stages:**

- *Theft Act* - The act of taking assets.
- *Concealment* - The attempt to hide the theft, for example, by altering documents.
- *Conversion* - This involves converting the stolen assets to cash and spending the money.

## FINDINGS

*The Theft Act and Conversion:*

### **1. Reimbursement of Cell Phone Bill for Bryan Peroni, Treasurer and Douglas Clark, Secretary**

Wessel & Company reviewed PSCOA Policy – *Reimbursable Expenses*, which was adopted on January 29, 2004. **Appendix I** This policy states that each local is authorized to reimburse the cost of a cell phone for the President and Vice President only. The policy further states that the maximum reimbursement for cell phone service will be \$150 per month, per local union.

We analyzed all payments made for cell phone reimbursements to PSCOA Local SCI Huntingdon Officers during the scope of our investigation. The period of our investigation covered sixty-one (61) months.

Upon review of cell phone reimbursement checks issued by PSCOA Local SCI Huntingdon during the scope of our investigation. We noted the following:

One hundred and ninety (190) checks for a total of **\$17,547**. **Schedule 2** Were issued to five individuals during the scope of our investigation for cell phone reimbursements.

- Bryan Peroni, who was the treasurer of PSCOA Local SCI Huntingdon, received cell phone reimbursements totaling **\$6,940.00**. **Schedule 2** Upon further review, we noted that Bryan Peroni received a total of seventy-three (73) checks with “cell phone reimbursement” or similar information in the memo line or the cancelled check. The period of our investigation covers a sixty-two month period (62). The timing of payments for sixty-one (61) of these reimbursements appears reasonable. We tested the reasonableness of when reimbursement checks were issued to Bryan Peroni on **Schedule 2-1** We discovered that twelve (12) reimbursement checks could not reasonably be matched to a monthly period. We believe that these twelve (12) additional cell phone reimbursement checks totaling **\$1,350** are questionable due to the following facts: **Schedule 2-1**

- Reimbursement checks were written on the same day or a couple of days apart. (See [Schedule 2-1](#), check #'s 2176, 2177 – both written on 6/26/2014)
- Multiple reimbursement checks in sequential order written to Bryan Peroni. (See [Schedule 2-1](#), check #'s 2005, 2006, 2176, and 2177)
- The overall timing of cell phone reimbursements does not correlate with the assumption of monthly reimbursement periods. (See [Schedule 2-1](#) for listing of reimbursement checks and timing of payments.)
- We reviewed checks issued to other Officers of PSCOA Local SCI Huntingdon totaling **\$10,607**. [Schedule 2](#) The timing of these reimbursements appear to be reasonable. Although we discovered that other individuals not covered under the PSCOA Reimbursable Expense Policy received cell phone reimbursements, it was noted during interviews conducted by the Pennsylvania State Police that the PSCOA may have informally changed its policy on cell phone reimbursements to allow for all local officers to be reimbursed. However, neither the policies provided to Wessel & Company, nor the policies on the PSCOA website support the information given during these interviews. See [Schedule 2 through 2-5](#) for analysis performed on cell phone reimbursements.

## **2. Checks Written to Bryan Peroni, Signed by Bryan Peroni, and Endorsed by Bryan Peroni**

During Wessel & Company's review of PSCOA Local SCI Huntingdon's Bank Statements and cancelled checks, we discovered checks written to Bryan Peroni for various reasons. The paragraphs below provide an explanation and breakout of payments made for various reasons.

The payments occurring most contained a version of "wellness center" or "social events" in the memo line. We discovered that these payments were typically made to a bookkeeper at SCI Huntingdon.

Wessel & Company noted from Cory Yedlosky's internal investigation that all contributions to Huntingdon SCI are to be submitted directly to Collette Harcelrode. Wessel & Company contacted Ms. Harcelrode, who provided a listing of all contributions received from PSCOA Local SCI Huntingdon from August 2012 through November 2018. [Schedule 3](#)

Pennsylvania State Police Trooper Matthew Cornetti, contacted Ms. Harcelrode in December 2019 and verified that all payments from SCI Huntingdon should have been sent directly to her. Ms. Harcelrode noted there were very few sent to her by SCI Local Huntingdon.

Wessel & Company reconciled the spreadsheet provided by Ms. Harcelrode by agreeing copies of cancelled checks for every payment made for "wellness center" or "social events" within the scope of our engagement without expectations. Wessel & Company noted the following key differences between the contributions received by Ms. Harcelrode and other checks identified with the memo "wellness center" or "social events":

- **Checks received by Ms. Harcelrode had the following characteristics:**
  - Listed the payee as "Huntingdon social events" or similar payee.
  - Memo had a clear purpose (winter meltdown, wellness center, etc.)
- **Checks not received by Ms. Harcelrode had the following characteristics:**
  - Listed the Payee as "Bryan Peroni"
  - Memo was vague (social events, wellness center, no memo)

**A. Checks Written to Bryan Peroni with the memo “Wellness Center”:**

Wessel & Company discovered that **25** checks totaling **\$12,300** were written to Bryan Peroni from PSCOA Local SCI Huntingdon’s bank account from November 2012 through June 2017. [Schedule 4](#)

**B. Checks Written to Bryan Peroni with the memo “Social Events”:**

Wessel & Company discovered that **23** checks totaling **\$11,500** were written to Bryan Peroni from PSCOA Local SCI Huntingdon’s bank account from November 2012 through June 2017. [Schedule 4-1](#)

**C. Checks Written to Bryan Peroni with the memo line blank:**

Wessel & Company discovered that **11** checks totaling **\$2,820** were written to Bryan Peroni from PSCOA Local SCI Huntingdon’s bank account from November 2012 through June 2017. [Schedule 4-2](#)

**D. Checks Written to Bryan Peroni with the memo “Misc Items – Drinks for Meetings, Florist, H-1 Donations”:**

Wessel & Company discovered that **12** checks totaling **\$1,395** were written to Bryan Peroni from PSCOA Local SCI Huntingdon’s bank account from November 2012 through June 2017. [Schedule 4-3](#)

*The Concealment:*

**3. Lack of Segregation of Duties and Poor Internal Controls:**

PSCOA Local SCI Huntingdon’s system of internal controls lacks the proper safeguards to uncover or deter unauthorized cash disbursements. The following circumstances allowed the cash misappropriation to occur and to be concealed:

- Checks were being written by the same individual that received the bank statements.
- Formal bank reconciliations were not being prepared and reviewed by the PSCOA Local SCI Officers.
- Their bank account was not set-up to require two signatures on all checks.

The PSCOA Constitution stipulates that all checks issued by any PSCOA local should contain the Treasurer’s signature AND the signature of another officer. Per review of copies of cancelled checks for the period November 1, 2012 through December 31, 2017, Wessel & Company discovered that all checks issued contained only the signature of Bryan Peroni.

**4. Bryan Peroni - Admission to the Theft**

On January 27, 2020, Pennsylvania State Police Trooper Matthew Cornetti interviewed Bryan Peroni. During this interview, Bryan Peroni explained his responsibilities and duties as the PSCOA Local Huntingdon treasurer. When Trooper Cornetti confronted Peroni with the facts stated in this report, Bryan Peroni responded that *“he was taking money from the local union.”* Bryan Peroni further explained that he was writing checks to himself and cashing them with a memo that “he knew the head Union in Harrisburg would overlook.” Bryan Peroni explained that he would typically write some version of “wellness center” or “social events” in the memo and then cash the checks. Bryan Peroni explained that he was having rough times and would use the funds to pay

personal bills. Bryan Peroni provided Trooper Matthew Cornetti with a written statement that stated, "I know I did wrong. I took money from the Union as Treasurer".

## CONCLUSION

Based upon review of the source documents, the summary of procedures performed, supporting evidence gathered by Trooper Matthew Cornetti and interviews conducted by Trooper Matthew Cornetti, it appears that the facts and sufficient evidence exists, strong enough to support a claim, that the sum of \$29,365.00 was misappropriated from the accounts PSCOA Local SCI Huntingdon. [Schedule 1](#)

In addition, the theft act resulted in the need for a forensic accounting investigation and fees amounting to \$7,800.00. [Schedule 1](#)

## ADDITIONAL ANALYSIS

We reserve the right to amend this report based on information received after issuance.

## RESTRICTIONS

This report is intended solely for the use of The Pennsylvania State Correction Officers Association, The Pennsylvania State Police and the Huntingdon County District Attorney's Office and should not be used for any other purpose, without our prior permission for each occasion.

The validity of this report is predicated on the extent to which full, honest and complete disclosure was made to all parties.

Respectfully,

WESSEL & COMPANY  
Certified Public Accountants



Stephanie A. Stohon, CPA, CFE, CFF  
Shareholder and Forensic Accountant



Evan P. Sokira, CFE  
Forensic Accountant

Attachments: **Schedules 1 through 4-3**



**Pennsylvania State Corrections Officers Association Local SCI Huntingdon  
 Fraudulent Reimbursement Checks Issued to Officers  
 For the Period November 1, 2012 through December 31, 2017**

<u>Payee</u>	<u>Position Held</u>	<u>Number of Payments</u>	<u>Number of Reasonable Reimbursements</u>	<u>Number of Excess Monthly Reimbursements</u>	<u>Total Paid</u>	
Bryan Peroni	Treasurer	73	61	12.00	\$ 6,940.00	Sch 2-1
Donald Moore	President	62	62	-	5,537.00	Sch 2-2
Douglas Clark	Secretary	24	24	-	2,400.00	Sch 2-3
Linda Fitzgerald	Secretary	7	7	-	350.00	Sch 2-4
Robert Ferrone	Secretary	24	24	-	2,320.00	Sch 2-5
	<b>Totals</b>	<b>190</b>	<b>178</b>	<b>12</b>	<b>\$ 17,547.00</b>	<b>Sch 1</b>

**Note: Although there were 62 months in which Bryan Peroni could have received a reimbursement, the timing of payments only support 61 of these reimbursements.**

**Per Review of the PSCOA Policy on Reimbursable Expenses adopted on January 29, 2004:**

**- Each Local union is authorized a cell phone for the PRESIDENT and VICE PRESIDENT ONLY.**

*- It was noted that PSCOA, may have informally changed its policy on cell phone reimbursements to allow for all local officers to be reimbursed. Therefore only the excess amount paid to Bryan Peroni **\$1,350.00** is included in as a loss.*

**- MAXIMUM REIMBURSEMENT FOR CELL PHONE SERVICES IS \$150/ month PER LOCAL**

**Calculation of Unauthorized Cell Phone Reimbursements**

<u>Months</u>	<u>Max Payment</u>	<u>Maximum Reimbursements Issued</u>
61	\$ 150.00	\$ 9,150.00
<b>Total Reimbursement Payments Made</b>		\$ 17,547.00
<b>Less: Maximum Authorized Reimbursements</b>		(9,150.00)
<b>Total Overpayment of Cell Phone Reimbursements</b>		<b>\$ 8,397.00</b>

**Pennsylvania State Corrections Officers Association Local SCI Huntingdon**  
**Fraudulent Reimbursement Checks Issued to Officers**  
**For the Period of November 1, 2012 through December 31, 2017**

	<u>Date (Bank)</u>	<u>Check Number</u>	<u>Amount</u>	<u>Payee</u>	<u>Check Date</u>	<u>Signature(s)</u>	<u>Memo</u>	<u>Month Covered</u>
1	November 2012	1979	\$ 100.00	Bryan Peroni	11/1/2012	Bryan Peroni	Verizon	November
2	November 2012	1982	60.00	Bryan Peroni	11/14/2012	Bryan Peroni	Verizon	December
3	January 2013	1994	60.00	Bryan Peroni	1/2/2013	Bryan Peroni	Verizon	January
4	February 2013	2005	60.00	Bryan Peroni	2/3/2013	Bryan Peroni	Verizon	February
5	<b>February 2013</b>	<b>2006</b>	<b>50.00</b>	<b>Bryan Peroni</b>	<b>2/5/2013</b>	<b>Bryan Peroni</b>	<b>Verizon</b>	<b>1</b>
6	March 2013	2017	60.00	Bryan Peroni	3/5/2013	Bryan Peroni	Verizon	March
7	April 2013	2030	60.00	Bryan Peroni	4/2/2013	Bryan Peroni	Verizon	April
8	April 2013	2037	60.00	Bryan Peroni	4/24/2013	Bryan Peroni	Verizon	May
9	June 2013	2046	70.00	Bryan Peroni	6/4/2013	Bryan Peroni	Verizon	June
10	July 2013	2051	70.00	Bryan Peroni	7/7/2013	Bryan Peroni	Verizon	July
11	August 2013	2062	70.00	Bryan Peroni	8/6/2013	Bryan Peroni	Verizon	August
12	September 2013	2071	70.00	Bryan Peroni	9/1/2013	Bryan Peroni	Verizon	September
13	October 2013	2082	70.00	Bryan Peroni	10/1/2013	Bryan Peroni	Verizon	October
14	November 2013	2092	70.00	Bryan Peroni	11/15/2013	Bryan Peroni	Verizon	November
15	December 2013	2103	70.00	Bryan Peroni	12/3/2013	Bryan Peroni	Verizon	December
16	January 2014	2114	70.00	Bryan Peroni	1/7/2014	Bryan Peroni	Verizon	January
17	January 2014	2123	70.00	Bryan Peroni	1/27/2014	Bryan Peroni	Verizon	February
18	February 2014	2135	100.00	Bryan Peroni	2/24/2014	Bryan Peroni	Verizon	March
19	April 2014	2146	100.00	Bryan Peroni	4/1/2014	Bryan Peroni	Verizon	April
20	May 2014	2155	100.00	Bryan Peroni	5/6/2014	Bryan Peroni	Verizon	May
21	June 2014	2168	100.00	Bryan Peroni	6/3/2014	Bryan Peroni	Verizon	June
22	June 2014	2176	100.00	Bryan Peroni	6/26/2014	Bryan Peroni	Verizon	July
23	<b>June 2014</b>	<b>2177</b>	<b>100.00</b>	<b>Bryan Peroni</b>	<b>6/26/2014</b>	<b>Bryan Peroni</b>	<b>Verizon</b>	<b>2</b>
24	July 2014	2184	100.00	Bryan Peroni	7/30/2014	Bryan Peroni	Verizon	August
25	September 2014	2195	100.00	Bryan Peroni	9/2/2014	Bryan Peroni	Verizon	September
26	October 2014	2257	100.00	Bryan Peroni	10/7/2014	Bryan Peroni	Verizon	October
27	November 2014	2268	100.00	Bryan Peroni	11/4/2014	Bryan Peroni	Verizon	November
28	December 2014	2304	100.00	Bryan Peroni	12/2/2014	Bryan Peroni	Verizon	December
29	January 2015	2284	100.00	Bryan Peroni	1/6/2015	Bryan Peroni	Verizon	January
30	Feb 2015	2291	100.00	Bryan Peroni	2/3/2015	Bryan Peroni	Verizon	February
31	March 2015	2306	100.00	Bryan Peroni	3/3/2015	Bryan Peroni	Verizon	March
32	<b>March 2015</b>	<b>2308</b>	<b>100.00</b>	<b>Bryan Peroni</b>	<b>3/3/2015</b>	<b>Bryan Peroni</b>	<b>Verizon</b>	<b>3</b>
33	March 2015	2311	100.00	Bryan Peroni	3/26/2015	Bryan Peroni	Verizon	April
34	April 2015	2322	100.00	Bryan Peroni	4/26/2015	Bryan Peroni	Verizon	May
35	May 2015	2334	100.00	Bryan Peroni	5/27/2015	Bryan Peroni	Verizon	June
36	June 2015	2346	100.00	Bryan Peroni	6/29/2015	Bryan Peroni	Verizon	July
37	July 2015	2356	100.00	Bryan Peroni	7/27/2015	Bryan Peroni	Verizon	August
38	<b>August 2015</b>	<b>2365</b>	<b>100.00</b>	<b>Bryan Peroni</b>	<b>N/A</b>	<b>Bryan Peroni</b>	<b>Verizon</b>	<b>4</b>
39	September 2015	2376	100.00	Bryan Peroni	9/27/2015	Bryan Peroni	Verizon	Septmber
40	October 2015	2386	100.00	Bryan Peroni	10/27/2015	Bryan Peroni	Verizon	October
41	November 2015	2392	100.00	Bryan Peroni	11/19/2015	Bryan Peroni	Verizon	November
42	December 2015	2204	100.00	Bryan Peroni	12/18/2015	Bryan Peroni	Verizon	December
43	January 2016	2214	100.00	Bryan Peroni	1/27/2016	Bryan Peroni	Verizon	January
44	Feb 2016	2223	100.00	Bryan Peroni	2/22/2016	Bryan Peroni	Verizon	February
45	March 2016	2236	100.00	Bryan Peroni	3/23/2016	Bryan Peroni	Verizon	March
46	April 2016	2244	100.00	Bryan Peroni	4/14/2016	Bryan Peroni	Verizon	April
47	May 2016	2406	100.00	Bryan Peroni	5/26/2016	Bryan Peroni	Verizon	May
48	<b>June 2016</b>	<b>2411</b>	<b>100.00</b>	<b>Bryan Peroni</b>	<b>6/7/2016</b>	<b>Bryan Peroni</b>	<b>Verizon</b>	<b>5</b>
49	June 2016	2418	100.00	Bryan Peroni	6/25/2016	Bryan Peroni	Verizon	June
50	July 2016	2425	100.00	Bryan Peroni	7/6/2016	Bryan Peroni	Verizon	July
51	<b>July 2016</b>	<b>2429</b>	<b>100.00</b>	<b>Bryan Peroni</b>	<b>7/25/2016</b>	<b>Bryan Peroni</b>	<b>Verizon</b>	<b>6</b>
52	August 2016	2437	100.00	Bryan Peroni	8/24/2016	Bryan Peroni	Verizon	August
53	September 2016	2448	100.00	Bryan Peroni	9/26/2016	Bryan Peroni	Verizon	Septmber
54	<b>October 2016</b>	<b>2454</b>	<b>100.00</b>	<b>Bryan Peroni</b>	<b>10/4/2016</b>	<b>Bryan Peroni</b>	<b>Verizon</b>	<b>7</b>
55	October 2016	2458	100.00	Bryan Peroni	10/25/2016	Bryan Peroni	Verizon	October

**Pennsylvania State Corrections Officers Association Local SCI Huntingdon**  
**Fraudulent Reimbursement Checks Issued to Officers**  
**For the Period of November 1, 2012 through December 31, 2017**

	<u>Date (Bank)</u>	<u>Check Number</u>	<u>Amount</u>	<u>Payee</u>	<u>Check Date</u>	<u>Signature(s)</u>	<u>Memo</u>	<u>Month Covered</u>
56	October 2016	2462	100.00	Bryan Peroni	10/31/2016	Bryan Peroni	Verizon	8
57	November 2016	2466	100.00	Bryan Peroni	11/18/2016	Bryan Peroni	Verizon	November
58	December 2016	2470	150.00	Bryan Peroni	12/6/2016	Bryan Peroni	Verizon	9
59	December 2016	2479	100.00	Bryan Peroni	12/26/2016	Bryan Peroni	Verizon	December
60	January 2017	2483	100.00	Bryan Peroni	1/3/2017	Bryan Peroni	Verizon	10
61	January 2017	2488	100.00	Bryan Peroni	1/26/2017	Bryan Peroni	Verizon	January
62	February 2017	2496	100.00	Bryan Peroni	2/22/2017	Bryan Peroni	Verizon	February
63	March 2017	2502	150.00	Bryan Peroni	3/7/2017	Bryan Peroni	Verizon	11
64	March 2017	2508	100.00	Bryan Peroni	3/24/2017	Bryan Peroni	Verizon	March
65	April 2017	2520	100.00	Bryan Peroni	4/26/2017	Bryan Peroni	Verizon	April
66	May 2017	2528	100.00	Bryan Peroni	5/12/2017	Bryan Peroni	Verizon	May
67	June 2017	2531	200.00	Bryan Peroni	6/6/2017	Bryan Peroni	Verizon	12
68	June 2017	2537	100.00	Bryan Peroni	6/22/2017	Bryan Peroni	Verizon	June
69	July 2017	2546	100.00	Bryan Peroni	7/26/2017	Bryan Peroni	Verizon	July
70	August 2017	2558	100.00	Bryan Peroni	8/25/2017	Bryan Peroni	Verizon	August
71	September 2017	2569	100.00	Bryan Peroni	9/20/2017	Bryan Peroni	Verizon	September
72	October 2017	2574	100.00	Bryan Peroni	10/23/2017	Bryan Peroni	Verizon	October
73	November 2017	2588	100.00	Bryan Peroni	11/27/2017	Bryan Peroni	Verizon	November
			<b>\$ 6,940.00</b>	<b>Total Bryan Peroni</b>				
			<b>1,350.00</b>	<b>Sch 1 (12 Extra Monthly Payments to Bryan Peroni)</b>				
			<b>\$ 5,590.00</b>					

**Pennsylvania State Corrections Officers Association Local SCI Huntingdon**  
**Fraudulent Reimbursement Checks Issued to Officers**  
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	<u>Date (Bank)</u>	<u>Check Number</u>	<u>Amount</u>	<u>Payee</u>	<u>Check Date</u>	<u>Signature(s)</u>	<u>Memo</u>	<u>Month Covered</u>
1	Nov 12	1977	\$ 50.00	Donald Moore	11/1/2012	Bryan Peroni	Verizon	November
2	Dec 2012	1988	50.00	Donald Moore	12/4/2012	Bryan Peroni	Verizon	December
3	Jan 2013	1995	50.00	Donald Moore	1/8/2013	Bryan Peroni	Verizon	January
4	Feb 2013	2010	50.00	Donald Moore	2/5/2013	Bryan Peroni	Verizon	February
5	March 2013	2018	50.00	Donald Moore	3/5/2013	Bryan Peroni	verizon	March
6	April 2013	2028	50.00	Donald Moore	4/2/2013	Bryan Peroni	Verizon	April
7	May 2013	2041	55.00	Donald Moore	5/7/2013	Bryan Peroni	Verizon	May
8	June 2013	2047	60.00	Donald Moore	6/4/2013	Bryan Peroni	Verizon	June
9	July 2013	2052	60.00	Donald Moore	7/7/2013	Bryan Peroni	Verizon	July
10	August 2013	2063	60.00	Donald Moore	8/6/2013	Bryan Peroni	Verizon	August
11	September 2013	2070	60.00	Donald Moore	9/1/2013	Bryan Peroni	Verizon	September
12	October 2013	2081	60.00	Donald Moore	10/1/2013	Bryan Peroni	Verizon	October
13	November 2013	2093	60.00	Donald Moore	11/5/2013	Bryan Peroni	Verizon	November
14	December 2013	2102	60.00	Donald Moore	12/3/2013	Bryan Peroni	Verizon	December
15	January 2014	2113	60.00	Donald Moore	1/7/2014	Bryan Peroni	Verizon	January
16	February 2014	2125	60.00	Donald Moore	2/4/2014	Bryan Peroni	Verizon	February
17	March 2014	2136	100.00	Donald Moore	3/4/2014	Bryan Peroni	Verizon	March
18	April 2014	2148	100.00	Donald Moore	4/1/2014	Bryan Peroni	Verizon	April
19	May 2014	2157	100.00	Donald Moore	5/6/2014	Bryan Peroni	Verizon	May
20	June 2014	2169	100.00	Donald Moore	6/3/2014	Bryan Peroni	Verizon	June
21	July 2014	2179	100.00	Donald Moore	7/1/2014	Bryan Peroni	Verizon	July
22	August 2014	2187	100.00	Donald Moore	8/5/2014	Bryan Peroni	Verizon	August
23	September 2014	2197	100.00	Donald Moore	9/2/2014	Bryan Peroni	Verizon	September
24	October 2014	2255	100.00	Donald Moore	10/7/2014	Bryan Peroni	Verizon	October
25	November 2014	2266	100.00	Donald Moore	11/4/2014	Bryan Peroni	Verizon	November
26	December 2014	2302	100.00	Donald Moore	12/2/2014	Bryan Peroni	Verizon	December
27	January 2015	2282	100.00	Donald Moore	1/6/2015	Bryan Peroni	Verizon	January
28	Feb 2015	2289	100.00	Donald Moore	2/3/2015	Bryan Peroni	Verizon	February
29	March 2015	2307	100.00	Donald Moore	3/3/2015	Bryan Peroni	Verizon	March
30	April 2015	2318	142.00	Donald Moore	4/7/2015	Bryan Peroni	Verizon	April
31	May 2015	2327	100.00	Donald Moore	5/5/2015	Bryan Peroni	Verizon	May
32	June 2015	2333	100.00	Donald Moore	5/27/2015	Bryan Peroni	Verizon	June
33	July 2015	2349	100.00	Donald Moore	7/7/2015	Bryan Peroni	Verizon	July
34	August 2015	2360	100.00	Donald Moore	8/4/2015	Bryan Peroni	Verizon	August
35	September 2015	2369	100.00	Donald Moore	9/1/2015	Bryan Peroni	Verizon	September
36	October 2015	2380	100.00	Donald Moore	10/6/2015	Bryan Peroni	Verizon	October
37	November 2015	2389	100.00	Donald Moore	11/3/2015	Bryan Peroni	Verizon	November
38	December 2015	2201	100.00	Donald Moore	12/1/2015	Bryan Peroni	Verizon	December
39	January 2016	2209	100.00	Donald Moore	1/5/2016	Bryan Peroni	Verizon	January
40	Feb 2016	2220	100.00	Donald Moore	2/2/2016	Bryan Peroni	Verizon	February
41	March 2016	2230	100.00	Donald Moore	3/1/2016	Bryan Peroni	Verizon	March
42	April 2016	2240	100.00	Donald Moore	4/5/2016	Bryan Peroni	Verizon	April
43	May 2016	2250	100.00	Donald Moore	5/3/2016	Bryan Peroni	Verizon	May
44	June 2016	2413	100.00	Donald Moore	6/7/2016	Bryan Peroni	Verizon	June
45	July 2016	2421	100.00	Donald Moore	6/25/2016	Bryan Peroni	Verizon	July
46	August 2016	2432	100.00	Donald Moore	8/2/2016	Bryan Peroni	Verizon	August

**Pennsylvania State Corrections Officers Association Local SCI Huntingdon  
Fraudulent Reimbursement Checks Issued to Officers  
For the Period of November 1, 2012 through December 31, 2017**

<b>47</b>	September 2016	2441	100.00	Donald Moore	9/1/2016	Bryan Peroni	Verizon	<b>September</b>
<b>48</b>	October 2016	2452	100.00	Donald Moore	10/4/2016	Bryan Peroni	Verizon	<b>October</b>
<b>49</b>	November 2016	2459	100.00	Donald Moore	10/25/2016	Bryan Peroni	Verizon	<b>November</b>
<b>50</b>	December 2016	2472	100.00	Donald Moore	12/6/2016	Bryan Peroni	Verizon	<b>December</b>
<b>51</b>	January 2017	2482	100.00	Donald Moore	1/3/2017	Bryan Peroni	Verizon	<b>January</b>
<b>52</b>	February 2017	2492	100.00	Donald Moore	2/7/2017	Bryan Peroni	Verizon	<b>February</b>
<b>53</b>	March 2017	2500	100.00	Donald Moore	3/7/2017	Bryan Peroni	Verizon	<b>March</b>
<b>54</b>	April 2017	2510	100.00	Donald Moore	4/4/2017	Bryan Peroni	Verizon	<b>April</b>
<b>55</b>	May 2017	2523	100.00	Donald Moore	5/2/2017	Bryan Peroni	Verizon	<b>May</b>
<b>56</b>	June 2017	2534	100.00	Donald Moore	6/6/2017	Bryan Peroni	Verizon	<b>June</b>
<b>57</b>	June 2017	2540	100.00	Donald Moore	6/26/2017	Bryan Peroni	Verizon	<b>July</b>
<b>58</b>	August 2017	2552	100.00	Donald Moore	8/1/2017	Bryan Peroni	Verizon	<b>August</b>
<b>59</b>	September 2017	2563	100.00	Donald Moore	9/5/2017	Bryan Peroni	Verizon	<b>September</b>
<b>60</b>	October 2017	2571	100.00	Donald Moore	10/3/2017	Bryan Peroni	Verizon	<b>October</b>
<b>61</b>	November 2017	2580	100.00	Donald Moore	11/7/2017	Bryan Peroni	Verizon	<b>November</b>
<b>62</b>	December 2017	2586	100.00	Donald Moore	11/27/2017	Bryan Peroni	Verizon	<b>December</b>

**\$ 5,537.00 Total Donald Moore**

**Sch 2**

**Pennsylvania State Corrections Officers Association Local SCI Huntingdon**  
**Fraudulent Reimbursement Checks Issued to Officers**  
**For the Period of November 1, 2012 through December 31, 2017**

	<u>Date (Bank)</u>	<u>Check Number</u>	<u>Amount</u>	<u>Payee</u>	<u>Check Date</u>	<u>Signature(s)</u>	<u>Memo</u>	<u>Month Covered</u>
1	January 2016	2210	\$ 100.00	Douglas Clark	1/5/2016	Bryan Peroni	Verizon	January
2	Feb 2016	2221	100.00	Douglas Clark	2/2/2016	Bryan Peroni	Verizon	February
3	March 2016	2231	100.00	Douglas Clark	3/1/2016	Bryan Peroni	Verizon	March
4	April 2016	2238	100.00	Douglas Clark	3/31/2016	Bryan Peroni	Verizon	April
5	May 2016	2401	100.00	Douglas Clark	5/3/2016	Bryan Peroni	Verizon	May
6	June 2016	2412	100.00	Douglas Clark	6/7/2016	Bryan Peroni	Verizon	June
7	July 2016	2422	100.00	Douglas Clark	6/25/2016	Bryan Peroni	Verizon	July
8	August 2016	2433	100.00	Douglas Clark	8/2/2016	Bryan Peroni	Verizon	August
9	September 2016	2442	100.00	Douglas Clark	9/1/2016	Bryan Peroni	Verizon	September
10	October 2016	2453	100.00	Douglas Clark	10/4/2016	Bryan Peroni	Verizon	October
11	October 2016	2460	100.00	Douglas Clark	10/25/2016	Bryan Peroni	Verizon	November
12	December 2016	2473	100.00	Douglas Clark	12/6/2016	Bryan Peroni	Verizon	December
13	January 2017	2481	100.00	Douglas Clark	1/3/2017	Bryan Peroni	Verizon	January
14	February 2017	2493	100.00	Douglas Clark	2/7/2017	Bryan Peroni	Verizon	February
15	March 2017	2501	100.00	Douglas Clark	3/7/2017	Bryan Peroni	Verizon	March
16	April 2017	2511	100.00	Douglas Clark	4/4/2017	Bryan Peroni	Verizon	April
17	May 2017	2522	100.00	Douglas Clark	5/2/2017	Bryan Peroni	Verizon	May
18	June 2017	2533	100.00	Douglas Clark	6/6/2017	Bryan Peroni	Verizon	June
19	June 2017	2541	100.00	Douglas Clark	6/26/2017	Bryan Peroni	Verizon	July
20	August 2017	2553	100.00	Douglas Clark	8/1/2017	Bryan Peroni	Verizon	August
21	September 2017	2562	100.00	Douglas Clark	9/5/2017	Bryan Peroni	Verizon	September
22	October 2017	2572	100.00	Douglas Clark	10/3/2017	Bryan Peroni	Verizon	October
23	November 2017	2581	100.00	Douglas Clark	11/7/2017	Bryan Peroni	Verizon	November
24	November 2017	2587	100.00	Douglas Clark	11/27/2017	Bryan Peroni	Verizon	December
			<b>\$ 2,400.00</b>	<b>Total Douglas Clark</b>				

Sch 2

**Pennsylvania State Corrections Officers Association Local SCI Huntingdon**  
**Fraudulent Reimbursement Checks Issued to Officers**  
**For the Period of November 1, 2012 through December 31, 2017**

	<u>Date (Bank)</u>	<u>Check Number</u>	<u>Amount</u>	<u>Payee</u>	<u>Check Date</u>	<u>Signature(s)</u>	<u>Memo</u>	<u>Month Covered</u>
1	Nov 12	1978	\$ 50.00	Linda Fitzgerald	11/1/2012	Bryan Peroni	Verizon	November
2	Dec 2012	1989	50.00	Linda Fitzgerald	12/4/2012	Bryan Peroni	Verizon	December
3	Jan 2013	1996	50.00	Linda Fitzgerald	1/8/2013	Bryan Peroni	Verizon	January
4	Feb 2013	2007	50.00	Linda Fitzgerald	2/5/2013	Bryan Peroni	Verizon	February
5	March 2013	2019	50.00	Linda Fitzgerald	3/5/2013	Bryan Peroni	verizon	March
6	April 2013	2029	50.00	Linda Fitzgerald	4/2/2013	Bryan Peroni	Verizon	April
7	May 2013	2039	50.00	Linda Fitzgerald	4/30/2013	Bryan Peroni	Verizon	May
			<b>\$ 350.00</b>	<b>Total Linda Fitzgerald</b>				

Sch 2

**Pennsylvania State Corrections Officers Association Local SCI Huntingdon**  
**Fraudulent Reimbursement Checks Issued to Officers**  
**For the Period of November 1, 2012 through December 31, 2017**

	<u>Date (Bank)</u>	<u>Check Number</u>	<u>Amount</u>	<u>Payee</u>	<u>Check Date</u>	<u>Signature(s)</u>	<u>Memo</u>	<u>Month Covered</u>
1	January 2014	2112	60.00	Reobert Ferrone	1/7/2014	Bryan Peroni	Verizon	January
2	February 2014	2126	60.00	Robert Ferrone	2/4/2014	Bryan Peroni	Verizon	February
3	March 2014	2137	100.00	Robert Ferrone	3/4/2014	Bryan Peroni	Verizon	March
4	April 2014	2149	100.00	Robert Ferrone	4/1/2014	Bryan Peroni	Verizon	April
5	May 2014	2158	100.00	Robert Ferrone	5/6/2014	Bryan Peroni	Verizon	May
6	June 2014	2170	100.00	Robert Ferrone	6/3/2014	Bryan Peroni	Verizon	June
7	July 2014	2180	100.00	Robert Ferrone	7/1/2014	Bryan Peroni	Verizon	July
8	August 2014	2188	100.00	Robert Ferrone	8/5/2014	Bryan Peroni	Verizon	August
9	September 2014	2198	100.00	Robert Ferrone	9/2/2014	Bryan Peroni	Verizon	September
10	October 2014	2256	100.00	Robert Ferrone	10/7/2014	Bryan Peroni	Verizon	October
11	November 2014	2267	100.00	Robert Ferrone	11/4/2014	Bryan Peroni	Verizon	November
12	December 2014	2303	100.00	Robert Ferrone	12/2/2014	Bryan Peroni	Verizon	December
13	January 2015	2283	100.00	Robert Ferrone	1/6/2015	Bryan Peroni	Verizon	January
14	Feb 2015	2290	100.00	Robert Ferrone	2/3/2015	Bryan Peroni	Verizon	February
15	March 2015	2300	100.00	Robert Ferrone	3/3/2015	Bryan Peroni	Verizon	March
16	April 2015	2317	100.00	Robert Ferrone	4/7/2015	Bryan Peroni	Verizon	April
17	May 2015	2328	100.00	Robert Ferrone	5/5/2015	Bryan Peroni	Verizon	May
18	May 2015	2332	100.00	Robert Ferrone	5/26/2015	Bryan Peroni	Verizon	June
19	July 2015	2350	100.00	Robert Ferrone	7/7/2015	Bryan Peroni	Verizon	July
20	August 2015	2361	100.00	Robert Ferrone	8/4/2015	Bryan Peroni	Verizon	August
21	September 2015	2368	100.00	Robert Ferrone	9/1/2015	Bryan Peroni	Verizon	September
22	October 2015	2379	100.00	Robert Ferrone	10/6/2015	Bryan Peroni	Verizon	October
23	November 2015	2390	100.00	Robert Ferrone	11/3/2015	Bryan Peroni	Verizon	November
24	December 2015	2400	100.00	Robert Ferrone	12/1/2015	Bryan Peroni	Verizon	December
			<b>\$ 2,320.00</b>	<b>Total Robert Ferrone</b>				

Sch 2

**Pennsylvania State Corrections Officers Association Local SCI Huntingdon  
Analysis of Cash Receipts (SCI Huntingdon Bookkeeper) from PSCOA Local SCI Huntingdon  
For the Period of November 1, 2012 through December 31, 2017**

Per Collections Report Provided by Collette Harcelrode - SCI Huntingdon Bookkeeper (January 2010 through January 2019)

Type	Date	Check Number	Name	Memo	Acct	Amount	Wessel & Company Findings:
Deposit	8/22/2012	1937	PSCOA - SCIH	Donation	Golf Tournament	\$ 250.00	Outside Scope
Deposit	10/1/2012	1964	PSCOA - SCIH	Blow Out Donation	Morale Committee	250.00	Outside Scope
1 Deposit	12/26/2012	1991	PSCOA - SCIH	Donation Towards Winter Meltdown	Wellness Center Account	300.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
2 Deposit	1/25/2013	2003	PSCOA - SCIH	Monthly Donation	Wellness Center Account	500.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
3 Deposit	3/8/2013	2021	PSCOA - SCIH	Monthly Donation	Wellness Center Account	500.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
4 Deposit	4/10/2013	2025	PSCOA - SCIH	Monthly Donation	Wellness Center Account	500.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
5 Deposit	6/26/2013	2043	PSCOA - SCIH	Popcorn	Morale Committee	50.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
6 Deposit	6/26/2013	2050	PSCOA - SCIH	Monthly Donation- Wellness	Wellness Center Account	500.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
7 Deposit	7/9/2013	2055	PSCOA - SCIH	Hole Sponsor	Golf Tournament	250.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
8 Deposit	7/9/2013	2054	PSCOA - SCIH	Monthly Donation	Wellness Center Account	600.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
9 Deposit	9/23/2013	2076	PSCOA - SCIH	Blow Out Donation	Morale Committee	250.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
10 Deposit	12/3/2013	2086	PSCOA - SCIH	Monthly Donation	Wellness Center Account	190.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
11 Deposit	4/25/2014	2152	PSCOA - SCIH	Meltdown Challenge Donation	Wellness Center Account	350.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
12 Deposit	6/30/2014	2174	PSCOA - SCIH	Hole in One Sponsor	Golf Tournament	250.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
13 Deposit	6/30/2014	2175	PSCOA - SCIH	Team Sponsor	Golf Tournament	300.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
14 Deposit	9/17/2014	2200	PSCOA - SCIH	Doantion for Blow Out	Morale Committee	250.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
15 Deposit	3/11/2015	2298	PSCOA - SCIH	Money Towards TV	Wellness Center Account	500.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
16 Deposit	7/30/2015	2352	PSCOA - SCIH	Donation	Golf Tournament	250.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
17 Deposit	9/16/2015	2370	PSCOA - SCIH	Blow Out Donation	Morale Committee	250.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
18 Deposit	6/28/2016	2423	PSCOA - SCIH	Donation	Golf Tournament	200.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
19 Deposit	10/14/2016	2447	PSCOA - SCIH	Blow Out Donation	Morale Committee	250.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
20 Deposit	9/30/2017	2570	PSCOA - SCIH	Donation for Blowout	Morale Committee	200.00	Agrees to PSCOA SCI Huntingdon Records (See Schedule 3-1)
Deposit	11/9/2018	2657	PSCOA - SCIH	Partial Payment for Chicken	Employee Appreciation	750.00	Outside Scope
Deposit	11/21/2018	2663	PSCOA - SCIH	Remaining Partial Payment for Chicken	Employee Appreciation	570.00	Outside Scope
<b>Total Received SCIH Bookkeeper</b>						<b>\$ 8,260.00</b>	
Less: Items Outside Scope of Investigation							
8/22/2012						(250.00)	
10/1/2012						(250.00)	
11/9/2018						(750.00)	
11/21/2018						(570.00)	
<b>Agrees to Schedule 3-1 Provided by Collette Harcelrode</b>						<b>\$ 6,440.00</b>	

**Pennsylvania State Corrections Officers Association Local SCI Huntingdon**  
**Analysis of Cash Receipts (SCI Huntingdon Bookkeeper) from PSCOA Local SCI Huntingdon**  
**For the Period of November 1, 2012 through December 31, 2017**

**Per Review of PSCOA Local SCI Huntingdon Bank Statements and Copies of Cancelled Checks**

<b>Month -Cleared</b>	<b>Check</b>	<b>Payee</b>	<b>Date on Check</b>	<b>Signature (s)</b>	<b>Memo</b>	<b>Amount</b>
<b>Bank</b>	<b>Number</b>					
1 Dec 2012	1991	Social Events SCI Huntingdon	12/19/2012	Bryan Peroni	Winter Meltdown Challenge	\$ 300.00
2 Jan 2013	2003	Huntingdon Social Events	1/25/2013	Bryan Peroni	H-1 Wellness Center	500.00
3 March 2013	2021	Huntingdon Social Events	3/5/2013	Bryan Peroni	Wellness Center	500.00
4 April 2013	2025	Huntingdon Social Events	4/1/2013	Bryan Peroni	Wellnes Center	500.00
5 June 2013	2043	Social Events SCI Huntingdon	5/29/2013	Bryan Peroni	Popcorn	50.00
6 June 2013	2050	Social Events SCI Huntingdon	6/4/2013	Bryan Peroni	Wellness Center	500.00
7 July 2013	2054	SCI Huntingdon Social Events	7/7/2013	Bryan Peroni	Wellness Center	600.00
8 July 2013	2055	SCI Huntingdon Social Events	7/9/2013	Bryan Peroni	Hole Sponsor	250.00
9 September 2013	2076	Social Events	9/18/2013	Bryan Peroni	Summer Blow Out	250.00
10 December 2013	2086	Huntingdon Social Events	10/7/2013	Bryan Peroni	H-1 Donation Shoes	190.00
11 April 2014	2152	Social Events	4/24/2014	Bryan Peroni	Meltdown Challenge	350.00
12 July 2014	2174	Huntingdon Social Events	6/24/2014	Bryan Peroni	Hole Sponsorship	250.00
13 July 2014	2175	Huntingdon Social Events	6/24/2014	Bryan Peroni	Team Sponsorship	300.00
14 September 2014	2200	Social Events	9/17/2014	Bryan Peroni	Summer Blow Out	250.00
15 March 2015	2298	Huntingdon Social Events	2/23/2015	Bryan Peroni	Wellness Center	500.00
16 July 2015	2352	Huntingdon Social Events	7/20/2015	Bryan Peroni	Huntingdon Golf Tournament	250.00
17 September 2015	2370	SCI Huntingdon Morale Committee	9/16/2015	Bryan Peroni	Summer Blow Out	250.00
18 June 2016	2423	Social Events SCI Huntingdon	6/25/2016	Bryan Peroni	Hunt Golf Tournament	200.00
19 October 2016	2447	Huntingdon Morale Committee	9/26/2016	Bryan Peroni	Summer Blow Out	250.00
20 September 2017	2570	SCIH Social Events	9/27/2017	Bryan Peroni	Summer Blow Out	200.00
						<b>\$ 6,440.00</b>

**PSCOA - Local SCI Huntingdon**  
**Payments Made to Bryan Peroni, Local Treasurer**  
**For the Period of November 1, 2012 through December 31, 2017**

<u>Date (Bank)</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>	<u>Check Date</u>	<u>Signature(s)</u>	<u>Memo</u>
August 2013	2067	Bryan Peroni	\$ 500.00	8/20/2013	Bryan Peroni	Wellness Center
August 2013	2069	Bryan Peroni	700.00	8/26/2013	Bryan Peroni	Wellness Center
January 2014	2116	Bryan Peroni	500.00	1/13/2014	Bryan Peroni	Wellness Center
April 2014	2151	Bryan Peroni	500.00	4/13/2014	Bryan Peroni	Wellness Center
May 2014	2164	Bryan Peroni	500.00	5/29/2014	Bryan Peroni	Wellness Center
August 2014	2191	Bryan Peroni	300.00	8/27/2014	Bryan Peroni	Wellness Center
September 2014	2199	Bryan Peroni	500.00	9/12/2014	Bryan Peroni	Wellness Center
October 2014	2259	Bryan Peroni	500.00	10/23/2014	Bryan Peroni	Wellness Center
December 2014	2305	Bryan Peroni	500.00	12/4/2014	Bryan Peroni	Wellness Center
January 2015	2280	Bryan Peroni	500.00	1/4/2015	Bryan Peroni	Wellness Center
March 2015	2313	Bryan Peroni	500.00	3/26/2015	Bryan Peroni	Wellness Center
April 2015	2324	Bryan Peroni	500.00	4/26/2015	Bryan Peroni	Wellness Center
June 2015	2338	Bryan Peroni	500.00	6/2/2015	Bryan Peroni	Wellness Center
June 2015	2347	Bryan Peroni	500.00	6/29/2015	Bryan Peroni	Wellness Center
October 2015	2387	Bryan Peroni	500.00	10/27/2015	Bryan Peroni	Wellness Center
November 2015	2394	Bryan Peroni	500.00	11/19/2015	Bryan Peroni	Wellness Center
January 2016	2216	Bryan Peroni	500.00	1/27/2016	Bryan Peroni	Wellness Center
July 2017	2548	Bryan Peroni	500.00	7/26/2017	Bryan Peroni	Wellness Center
August 2017	2559	Bryan Peroni	500.00	8/25/2017	Bryan Peroni	Wellness Center
October 2017	2575	Bryan Peroni	500.00	10/23/2017	Bryan Peroni	Wellness center
November 2017	2590	Bryan Peroni	500.00	11/27/2017	Bryan Peroni	Wellness Center
July 2015	2357	Bryan Peroni	500.00	N/A	Bryan Peroni	Wellness Center
August 2015	2363	Bryan Peroni	500.00	N/A	Bryan Peroni	Wellness Center

**\$ 11,500.00**

**Total Issued to Bryan Peroni for "Wellness Center"**

**Sch 1**

**PSCOA - Local SCI Huntingdon**  
**Payments Made to Bryan Peroni - Local Treasurer**  
**For the Period of November 1, 2012 through December 31, 2017**

<u>Date (Bank)</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>	<u>Date on Check</u>	<u>Signature (s)</u>	<u>Memo</u>
November 2013	2094	Bryan Peroni	\$ 500.00	11/5/2013	Bryan Peroni	Social Events
December 2013	2105	Bryan Peroni	500.00	12/16/2013	Bryan Peroni	Social Events
February 2014	2129	Bryan Peroni	400.00	2/10/2014	Bryan Peroni	Social Events
March 2014	2140	Bryan Peroni	500.00	3/12/2014	Bryan Peroni	Social Events
November 2014	2270	Bryan Peroni	500.00	11/10/2014	Bryan Peroni	Social Events
Feb 2015	2293	Bryan Peroni	500.00	2/4/2015	Bryan Peroni	Social Events
September 2015	2377	Bryan Peroni	500.00	9/27/2015	Bryan Peroni	Social Events
Feb 2016	2222	Bryan Peroni	500.00	2/22/2016	Bryan Peroni	Social Events
March 2016	2237	Bryan Peroni	500.00	3/23/2016	Bryan Peroni	Social Events
April 2016	2245	Bryan Peroni	500.00	4/14/2016	Bryan Peroni	Social Events
May 2016	2402	Bryan Peroni	500.00	5/11/2016	Bryan Peroni	Social Events
May 2016	2407	Bryan Peroni	400.00	5/26/2016	Bryan Peroni	Social Events
June 2016	2416	Bryan Peroni	500.00	6/25/2016	Bryan Peroni	Social Events
July 2016	2430	Bryan Peroni	500.00	7/25/2016	Bryan Peroni	Social Events
August 2016	2436	Bryan Peroni	500.00	8/24/2016	Bryan Peroni	Social Events
September 2016	2449	Bryan Peroni	500.00	9/26/2016	Bryan Peroni	Social Events
October 2016	2455	Bryan Peroni	500.00	10/25/2016	Bryan Peroni	Social Events
November 2016	2465	Bryan Peroni	500.00	11/18/2016	Bryan Peroni	Social Events
December 2016	2475	Bryan Peroni	500.00	12/28/2016	Bryan Peroni	Social Events
January 2017	2486	Bryan Peroni	500.00	1/26/2017	Bryan Peroni	Social Events
February 2017	2494	Bryan Peroni	500.00	2/22/2017	Bryan Peroni	Social Events
March 2017	2504	Bryan Peroni	500.00	3/24/2017	Bryan Peroni	Social Events
April 2017	2516	Bryan Peroni	500.00	4/26/2017	Bryan Peroni	Social Events
May 2017	2529	Bryan Peroni	500.00	5/12/2017	Bryan Peroni	Social Events
June 2017	2536	Bryan Peroni	500.00	6/22/2017	Bryan Peroni	Social Events
			<b>\$ 12,300.00</b>	<b>Total Issued to Bryan Peroni for "Social Events"</b>		
			<b>Sch 1</b>			

**PSCOA - Local SCI Huntingdon**  
**Payments Made to Bryan Peroni - Local Treasurer**  
**For the Period 11/1/2012 - 12/31/2017**

<u>Date (Bank)</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>	<u>Date on Check</u>	<u>Signature (s)</u>	<u>Memo</u>
August 2013	2060	Bryan Peroni	\$ 500.00	8/3/2013	Bryan Peroni	No Memo
November 2014	2272	Bryan Peroni	200.00	11/21/2014	Bryan Peroni	No Memo
June 2015	2340	Bryan Peroni	200.00	6/2/2015	Bryan Peroni	No Memo
December 2015	2205	Bryan Peroni	500.00	12/18/2015	Bryan Peroni	No Memo
June 2016	2415	Bryan Peroni	220.00	6/16/2016	Bryan Peroni	No Memo
April 2017	2512	Bryan Peroni	100.00	4/4/2017	Bryan Peroni	No Memo
August 2017	2555	Bryan Peroni	100.00	8/4/2017	Bryan Peroni	No Memo
September 2017	2561	Bryan Peroni	200.00	9/5/2017	Bryan Peroni	No Memo
September 2017	2565	Bryan Peroni	500.00	9/20/2017	Bryan Peroni	No Memo
October 2017	2578	Bryan Peroni	100.00	10/31/2017	Bryan Peroni	No Memo
November 2017	2583	Bryan Peroni	200.00	11/20/2017	Bryan Peroni	No Memo

**\$ 2,820.00**

**Sch 1**

**Total issue to Bryan Peroni without a Memo**

**PSCOA - Local SCI Huntingdon**  
**Payments Made to Bryan Peroni - Local Treasurer**  
**For the Period 11/1/2012 - 12/31/2017**

<u>Date (Bank)</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>	<u>Date on Check</u>	<u>Signature (s)</u>	<u>Memo</u>
Feb 2016	2218	Bryan Peroni	\$ 100.00	2/2/2016	Bryan Peroni	Drinks for Meeting
December 2014	2274	Bryan Peroni	70.00	12/15/2014	Bryan Peroni	Florist
February 2017	2490	Bryan Peroni	200.00	2/3/2017	Bryan Peroni	Florist H-1 Donation
February 2014	2132	Bryan Peroni	100.00	2/24/2014	Bryan Peroni	Flowers
August 2014	2190	Bryan Peroni	50.00	8/8/2014	Bryan Peroni	Flowers
September 2013	2080	Bryan Peroni	100.00	9/20/2013	Bryan Peroni	H-1 Donation
October 2013	2087	Bryan Peroni	250.00	10/10/2013	Bryan Peroni	H-1 Donation
January 2016	2211	Bryan Peroni	100.00	1/13/2016	Bryan Peroni	H-1 Donation
October 2013	2089	Bryan Peroni	100.00	10/22/2013	Bryan Peroni	H-1 Donation
August 2016	2434	Bryan Peroni	100.00	8/3/2016	Bryan Peroni	H-1 Donation
October 2013	2088	Bryan Peroni	100.00	10/16/2013	Bryan Peroni	H-1 Donation - Dustin Rhodes
March 2016	2232	Bryan Peroni	125.00	3/17/2016	Bryan Peroni	Warners Florist
			<b>\$ 1,395.00</b>	<b>Total Donations &amp; Other issued to Bryan Peroni</b>		
			<b>Sch 1</b>			

**Pennsylvania State Corrections Officers Association**

**Forensic Investigation Report**

**APPENDIX**



# PENNSYLVANIA STATE CORRECTIONS OFFICERS ASSOCIATION

101 ERFORD ROAD • SUITE 200

CAMP HILL, PA 17011-1802

(717) 975-0138 PHONE

(717) 975-0167 FAX

1-866-GOPSCOA (PA)

••• *Patrolling the Toughest Blocks in the State* •••

[www.pscosa.org](http://www.pscosa.org)

Don McNany, President  
dmcnany@pscqa.org

Ed McConnell, Executive Vice President  
vp@pscqa.org

Roy Pinto, Vice President  
rpinto@pscqa.org

Percy Poindexter, Vice President  
ppoindexter@pscqa.org

## PSCOA Policy Reimbursable Expenses

**1. Cell Phones:** The Policy of PSCOA adopted on January 29, 2004—Each Local is authorized a cell phone for the **President and Vice President only**. In addition, the entire cell phone bill must be submitted for reimbursement. **Change: Maximum reimbursement for cell phone service will be \$150.00 per month per Local.** Local Presidents must ensure they secure plans with adequate coverage under the limit set. A copy of the entire phone bill must be submitted.

**2. Donations to Charities:** **Maximum of \$600.00 per year.**

**3. Members in Distress:** **All donations to members in distress will come from the main office.**

**4. Flowers:** **Reimbursement for funeral flowers for immediate family (spouse, child, mother, father, mother-in-law, father-in-law). Limit: \$50.00 per.**

**5. Meeting Expenses:**

- A. Food
- B. Copying
- C. Door Prizes—PSCOA Merchandise
- D. Hall Rental

**6. Local Officer Expenses**

A. Mileage for EJAC/WJAC, State Board meetings, Executive Board meetings, and required travel will be paid by the main office.

B. \$25.00 toward high speed internet for the Vice President only. No other internet will be reimbursed.



**7. Office Supplies:** Yearly limit of \$1000.00. Extraordinary expenditures must be cleared through the main office.

**8. Postage:** As needed

**9. Special Events:** Approved by main office.

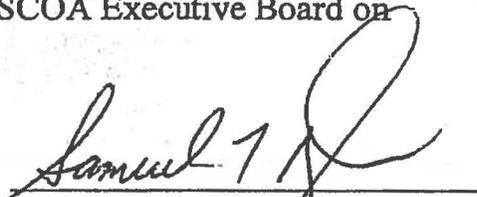
**10. Public Relations:** Approved by the main office.

**11. Other:** Copier maintenance agreement  
Small game of chance license

**12. Copies of the sign in sheet for all Union meetings must be included in the monthly reimbursement report.**

**13. Monthly Reimbursement:** Must be filed on a monthly basis.

This policy is adopted by the PSCOA Executive Board on September 16, 2004.

  
\_\_\_\_\_  
Samuel T. Brezler  
Secretary/Treasurer

Pennsylvania State  
Corrections Officers  
Association

CONSTITUTION

Final and correct version as recommended by the Constitution Committee meeting 12/10/18

## **PREAMBLE**

We, the members of the Pennsylvania State Corrections Officers Association, to secure the benefits of collective bargaining and collective action, to improve the living standards of our members and their families, to secure legislation in the interests of our members and to advance and maintain secure relationships between our members and their Employer and to otherwise enrich the lives of our members and their families, do hereby adopt this Constitution for the government of our Association.

## **ARTICLE I**

### **NAME**

The name of this organization shall be the Pennsylvania State Corrections Officers Association (“PSCOA” or “Association”). The PSCOA shall be comprised of an unlimited number of Local Unions and other subordinate bodies, subject to its laws and this Constitution.

## **ARTICLE II**

### **PURPOSE AND OBJECTIVE**

The purpose and objective of this Association shall be to improve the terms and conditions of employment of public employees who are members of the Association or who are eligible for such membership, to promote the welfare of such employees, to promote individual rights and recognition in the members’ employment, to secure improved wages, hours, working conditions and other economic advantages for our members and their families through collective bargaining and through the advancement of the Association’s standing in the community and in the labor movement, to safeguard and promote the principle of free collective bargaining, to promote the rights of workers and the security and welfare of all public employees and their families by political education and other community activity, to protect and preserve the Association as an institution and in the performance of its legal and contractual obligations, to protect and enhance the stature and well-being of our members and their families by promoting the passage of progressive legislation and to engage in such other actions and programs for which working people may lawfully combine, having in view their mutual protection and benefit.

**ARTICLE III**  
**JURISDICTION**

This Association shall have jurisdiction over all workers who are employed by the Commonwealth of Pennsylvania, consistent with the Certification(s) issued by the Pennsylvania Labor Relations Board described in Article XI, Section 1(a), in addition to all other employees for whom the Association may gain bargaining rights in the future.

**ARTICLE IV**  
**GOVERNMENT OF THE ASSOCIATION**

**Section 1.** All the sovereign powers of the Association shall be vested in its membership when in general session except as may otherwise be set forth in this Constitution.

**Section 2.** All the powers of the membership, when not in general session, shall pass to and vest in the Association Executive Board.

**Section 3.** The State Board shall have the authority to exercise such powers as are set forth in this Constitution.

**Section 4.** A Local Union shall have the authority to exercise such powers as are set forth in this Constitution and/or in its approved Bylaws.

**Section 5.** The Association and its members shall not be responsible for any actions, activities, statements or omissions of any member, the State Board or any Local Union or any of the Association's subordinate bodies or their officers, agents, employees or representatives, unless the same were expressly authorized or directed by the President or the Association Executive Board. In addition, and not in limitation of the foregoing, neither a member, the State Board, a Local Union nor any other subordinate body, or any of the officers, agents, representatives or employees of such subordinate body, has the power to make any representation, contract, promise or agreement, or to incur any liability for or on behalf of the

Association, or which shall be binding upon the Association, without the consent of the Association Executive Board. Neither a member, the State Board, a Local Union nor any other subordinate body or any of the officers, agents, representatives or employees of such bodies, has been authorized or empowered to act as agent of the Association and no such person or entity shall be deemed an agent of the Association unless expressly authorized, in writing, by the Association Executive Board.

## **ARTICLE V**

### **OFFICERS**

**Section 1.** The officers of the Association shall consist of a President, Executive Vice President, two (2) Vice Presidents and a Secretary/Treasurer.

**Section 2.** The officers shall hold office for three (3) years, or until their successors are duly chosen and have qualified. Their terms, unless to fill a vacancy, shall commence on the first Monday following thirty (30) days from the date of their election, unless otherwise provided in this Constitution.

**Section 3.**     **Duties of the President.**

- (a) The President shall be the principal executive and administrative officer of the Association. He or she shall enforce and comply with all laws of the Association and the policies established by the Executive Board. The President shall have direction and supervision of all subordinate bodies, unless otherwise determined by the Executive Board, and shall exercise day-to-day supervision over the affairs of the Association, consistent with policies established by the Executive Board.
- (b) The President shall preside at meetings of the Association membership, the Executive Board and the State Board and shall conduct the same in

conformity with this Constitution. He or she shall have the deciding vote in case of a tie on any question that is being voted on at a meeting.

- (c) The President shall have the authority to appoint and to discharge or otherwise discipline Representatives or other employees of the Association, but the exercise of such authority shall be consistent with general budgetary policies approved by the Executive Board.
- (d) The President shall have the authority to appoint, and to remove or replace, delegates or representatives to other labor organizations or bodies or other groups, organizations or institutions which the Association may determine to join or affiliate with in the interest of its membership.
- (e) The President shall perform such other duties as the Constitution may require and provide regular reports concerning his or her acts or activities to the Executive Board.
- (f) The President shall have the authority to decide all disputes among Local Unions or subordinate bodies, subject to approval by the Executive Board.
- (g) When the President makes a decision or issues an order to a subordinate body or to the officers or members thereof, the same shall be complied with until such decision or order is reversed by the Executive Board.
- (h) The President shall sign all Local Union Charters and Charters for other subordinate bodies.
- (i) When any question arises regarding the construction or interpretation of the Constitution, the President shall, in the first instance, decide any such question subject to the approval of the Executive Board. The President's interpretation and construction of the Constitution shall be accepted and

shall be binding upon all parties, subordinate bodies, officers and members of the Association pending approval or change of such interpretation or construction of the Constitution by the Executive Board.

- (j) The President shall be empowered to examine the books and records of any Local Union or other subordinate body and to delegate such power to any officer or representative of the Association. The President, with the consent of the Executive Board, may appoint auditors whenever necessary to investigate discrepancies, errors or misconduct by officers, representatives or agents of the Association, Local Unions or subordinate bodies.
- (k) The salary of the President shall be \$70,000.00 per year, plus fringe benefits. This salary shall be increased annually by an amount equal to the percentage increase in Correction Officer salary under the labor contract.

**Section 4. Duties of Executive Vice President.**

- (a) The Executive Vice President shall assist the President in carrying out his or her executive and administrative functions as set forth in the Constitution. The President may direct or delegate to the Executive Vice President the authority to act for the President whenever the President deems it necessary or proper to do so.
- (b) The Executive Vice President shall be under the supervision and direction of the President and shall perform any and all duties assigned by the President.

- (c) The Executive Vice President shall comply with all policies established by the Executive Board.
- (d) The salary of the Executive Vice President shall be \$67,500.00, plus fringe benefits. This salary shall be increased annually by an amount equal to the percentage increase in Correction Officer salary under the labor contract.

**Section 5. Duties of Vice Presidents.**

- (a) The Vice Presidents shall assist the President in carrying out his or her executive and administrative functions, including in such regions or divisions of the Association as may be established by the Executive Board.
- (b) The Vice Presidents shall be under the supervision and direction of the President and shall perform any and all work assigned by the President.
- (c) The Vice Presidents shall comply with all policies established by the Executive Board.
- (d) The salaries of the Vice Presidents shall be \$65,000.00, plus fringe benefits. This salary shall be increased annually by an amount equal to the percentage increase in Correction Officer salary under the labor contract.

**Section 6. Duties of the Secretary/Treasurer**

- (a) The Secretary/Treasurer shall maintain all records of the Association, including, but not limited to, Minutes and records of all Executive Board, State Board and General Membership meetings, as well as any other documents relating to the operation of the PSCOA.
- (b) The Secretary/Treasurer shall prepare and give notice of all Executive Board, State Board, General Membership and Special Meetings in a timely manner.

- (c) The Secretary/Treasurer shall receive and account for all revenues of the Association.
- (d) The Secretary/Treasurer shall preserve all important papers, accounts, letters and other documents relating to the business of the Association, subject to record retention and other policies established by the Executive Board. The Secretary/Treasurer shall keep accurate records of all financial transactions of the Association and shall pay all lawful bills within the authority of this Constitution and in accordance with Executive Board policy.
- (e) The Secretary/Treasurer shall deposit all revenue received in banks designated by the Executive Board. Subject to policies adopted by and approved by the Executive Board, the Secretary/Treasurer shall invest the surplus funds of the Association in a manner designed to properly protect the funds and assets of the Association.
- (f) The Secretary/Treasurer (and all other elected or appointed officials or representatives of the Association who have responsibilities relating to the handling of funds or assets) shall be bonded in an amount sufficient to protect the assets of the Association, as may be determined by Executive Board policy.
- (g) The Secretary/Treasurer shall have supervision over all staff and personnel employed by the Association for record retention or financial responsibilities, subject to rules and policies that may be established by the Executive Board.

- (h) The Secretary/Treasurer shall be responsible for assuring that an annual audit of Association records and accounts is performed by a certified public accountant to be selected by the Executive Board. The Secretary/Treasurer shall provide a report of the audit to the Executive Board promptly upon its completion. The Secretary/Treasurer shall perform any and all other duties that may be assigned to him or her by the Executive Board and shall comply with any and all rules and regulations or policies adopted by the Executive Board, including policies that relate to the financial transactions of the Association and/or the protection of its assets.
- (i) The salary of the Treasurer shall be \$60,000.00, plus fringe benefits. This salary shall be increased annually by an amount equal to the percentage increase in Correction Officer salary under the labor contract.

## **ARTICLE VI**

### **EXECUTIVE BOARD**

#### **Section 1.**

- (a) The Executive Board shall be comprised of the President, the Executive Vice President, the Vice Presidents, the Secretary/Treasurer and eight (8) members to be elected at large by the membership. At least two (2) of the eight (8) at large Executive Board positions shall be reserved for members who are not Corrections Officer I or Corrections Officer II.
- (b) The Executive Board shall have governing authority over the Association and its subordinate bodies. The Executive Board shall have the power to supervise all business and financial affairs of the Association and to

authorize all expenditures and allowances deemed necessary to effectuate or accomplish the objectives of the Association or for its benefit.

- (c) The Executive Board shall meet at least quarterly and at such other times it may be convened at the request of the President or a majority of its members. In all matters requiring action by the Executive Board, when the Executive Board is not in formal session, the Executive Board may act by telegram, letter, facsimile or long-distance telephone or by other satisfactory means of computer-generated communication. Such action so taken by the members of the Executive Board shall constitute action of the Executive Board as though the Executive Board was in formal session. A quorum of the Executive Board for the transaction of business shall be a majority of its members. A majority of Executive Board members participating and voting in the formal or informal session, when action is taken, shall decide the issue or matter before the Executive Board, except in circumstances where this Constitution may specifically require more than a majority vote.
- (d) All correspondence for the Executive Board shall be acknowledged and prepared by the Secretary/Treasurer for submission to the Executive Board. Decisions by the Executive Board shall be transmitted by the Secretary/Treasurer to all interested parties.
- (e) The Executive Board shall decide all points of law arising and all policies under the jurisdiction of the Association and all grievances and appeals, unless otherwise provided in this Constitution. The decisions of the

Executive Board shall be in full force and effect unless reversed in accordance with the procedure set forth in the Constitution.

- (f) The Executive Board is empowered to enter into agreements which, in its judgment, are in the best interests of the membership of the Association and to establish laws, policies and rules that are necessary to effectuate the purposes and objectives of the Association. The Executive Board shall have the ultimate power to interpret or construct the meaning of provisions set forth in this Constitution.
- (g) The Executive Board shall be empowered to retain an independent auditor for the Association and to establish all rules and policies that will govern the financial affairs of the Association and the protection of its assets.
- (h) The Executive Board shall have the power to formulate and put into operation a fringe benefit plan or plans for the benefit of the employees of the Association. The Executive Board shall also establish general personnel policies, rules and regulations relating to employees of the Association.
- (i) The Executive Board shall have the authority to issue, or revoke, Charters to Local Unions and other subordinate bodies and to identify the jurisdiction of such Local Union or other subordinate body.
- (j) The orders and decisions of the Executive Board between General Membership meetings are supreme. Officers of the Association and officers of subordinate bodies, as well as all agents, representatives, employees and members of the Association must obey them and faithfully carry them out. Any action by an officer, representative, agent, employee

or member contrary to such decisions and orders shall constitute a violation of this section.

- (k) When, for any reason, a vacancy occurs during a term of office among the officers or the Executive Board members of the Association, the Executive Board shall, as soon as may be practicable, but not more than sixty (60) days from the time the vacancy occurs, appoint a member qualified to serve to fill such vacancy for the remaining term of the office.

## **ARTICLE VII**

### **NOMINATIONS AND ELECTIONS**

**Section 1.** Nomination and election of Association officers and Executive Board members:

- (a) The election of officers and Executive Board members of the Association shall occur, by mail ballot, every three (3) years, commencing in the year 2004. Incumbent officers and Executive Board members of the Association, having been duly elected or appointed prior to the adoption of this Constitution, shall continue to serve their term of office as if elected pursuant to the provisions set forth in this Constitution until the next election.
- (b) In June of each election year, a mail ballot for the election of Association officers and Executive Board members shall be conducted by the Election Committee pursuant to rules and regulations that shall be adopted by the Committee and approved by the Executive Board. Such rules and regulations shall not be inconsistent with the provisions in this Constitution. No member who is a candidate for office may serve on the

Election Committee during a period ninety (90) days prior to the nomination meeting through ninety (90) days subsequent to the conduct of the election. Vacancies that may occur on the Election Committee by operation of this provision shall be filled in accordance with provisions set forth in Article VIII, Section 3.

- (c) The Election Committee shall be empowered to retain the services of an outside impartial agency to conduct the mail ballot and the Association shall pay for such expense and all other reasonable expenses related to the conduct of the election.
- (d) Only active members in good standing and who otherwise qualify for office or Executive Board positions as set forth herein shall be eligible as candidates for such position(s).
- (e) Write-in ballots shall not be permitted in any election. Only the names of candidates who have been duly nominated for office shall appear on the mail ballot.
- (f) All active members in good standing shall be eligible to cast votes for officers and Executive Board members. A member must return his or her mail ballot within fourteen (14) days of the date the ballot was mailed to him or her. The postmark on the return envelope shall be sufficient evidence of compliance (or lack thereof) with this provision.
- (g) Rules and regulations that will govern the election shall be posted at each facility in which active members are employed or on the Association's website.

- (h) The Election Committee shall establish rules and regulations that will govern protests of the election. Such rules and/or procedures shall provide that a member may file a written protest concerning the conduct of the election within five (5) working days after certification of the election results and establish a process by which the Election Committee shall fairly and impartially determine such protests. Rulings by the Election Committee concerning any post-election protest shall be issued within twenty-one (21) days following the receipt of the protest. The determination by the Election Committee concerning any election protest shall be final and binding, except that a decision to overturn the results of an election and/or conduct a rerun election shall be subject to approval by the State Board which shall be convened to determine the matter within ten (10) days following the Committee decision..
- (i) Officers and Executive Board members who have been certified as elected shall be sworn in and take office not later than the first Monday following thirty (30) days after their election. Where a pending election protest may affect only some, but not all, offices or Executive Board positions, the pendency of the election protest shall not cause a delay in the swearing in of the unaffected offices or Executive Board positions.
- (j) In May of each election year, a Special Meeting of the membership shall be convened by the Executive Board for the purpose of receiving nominations for Association officers and Executive Board positions. Notice of the nomination meeting shall be given to all active members in good standing by mail posted to their last known home address at least ten

(10) days prior to the nomination meeting date, or the notice shall be posted at facilities at which active members are employed or on the Association website.

- (k) A member who is qualified to hold office or an Executive Board position may not be nominated for more than one such position. A member who is nominated must indicate his or her acceptance of the nomination at the meeting or, if he or she is unable to attend the meeting, the nomination must be accepted by means of a written communication to the Chairman of the Election Committee, postmarked within seventy-two (72) hours following the conclusion of the nomination meeting. A member who does not accept the nomination pursuant to this provision shall not be eligible to be a candidate for office.
- (l) In the event nominations are closed and there is no contest in relation to a particular office or the Executive Board positions, the Election Committee shall certify the candidate(s) as having been duly elected by acclamation and no election need be conducted in relation to such office or position. The special nomination meeting of the membership shall be chaired by the President, but the President shall transfer the Chair to the Chairperson of the Election Committee to conduct all business of the Association that relates to the nomination of candidates. Any disputes or issues that may arise during the meeting that relate to the qualification of a candidate or the nomination and election procedure shall be determined by a vote of the Election Committee.

- (m) Eligibility to hold the position of Association officer or Executive Board member. An active member in good standing shall be eligible to hold the position of Association officer or Executive Board member if:
  - (1) The member has been an active member in good standing of the Association for at least two (2) years and has been employed as a member of the H1 bargaining unit for at least five (5) years; and
  - (2) The member has maintained his or her good standing during the two (2) years immediately preceding the nomination; and
  - (3) The member has served as an Association officer or Executive Board member, or a Local Union officer or Executive Board member for two (2) years.
- (n) All officers and Executive Board members shall hold office until their successor is duly elected, qualified and installed.
- (o) A member shall cease to be qualified to hold office if he or she loses status as an active member in good standing of the Association. An officer or Executive Board member who retires from the Commonwealth during his or her term of office shall be considered as “inactive,” for the purpose of this provision. In order to maintain your elected position in good standing you must be in an “active” paid status as a state employee in the H-1 bargaining unit.
- (p) Every active member in good standing shall have the right to nominate, vote for or otherwise support the candidate of his or her choice, subject to the provisions of this Constitution.

**Section 2.** Nomination and election of Local Union officers and Local Union

Executive Board members:

- (a) Officers and Executive Board members of a Local Union shall be elected for terms of one or two years in accordance with procedures set forth in Local Union Bylaws. Incumbent officers and Executive Board members of the Local Union, having been duly elected or appointed prior to the adoption of this Constitution, shall continue to serve their term of office as if elected or appointed pursuant to the provisions set forth in this Constitution until the first Local Union election that shall be scheduled in the Bylaws.
- (b) No write-in ballots shall be permitted in any election. The names of candidates who have been duly nominated for office shall appear on the ballot.
- (c) All active members in good standing of a Local Union shall be eligible to cast votes for officers and Executive Board members of the Local Union.
- (d) The Executive Board of a Local Union shall, at least sixty (60) days prior to the nomination meeting, establish rules and regulations that will govern the election, such rules not to be inconsistent or in conflict with rules set forth in the Local Union Bylaws, this Constitution or the policies established by the Association Executive Board. In the event of any controversy concerning fairness or application of such rules, a member may file an appeal to the Association Executive Board which shall have authority to determine the issue.

- (e) Within five (5) working days after an election, a member may file a written protest concerning the conduct of the election with the President of the Association. The President shall be authorized to investigate and determine the election protest and his or her decision shall be issued within thirty (30) days, unless the President specifically determines that additional time is needed to investigate the matter. Any member who is aggrieved by a ruling of the President under this provision may appeal the matter, in writing, to the Association Executive Board within five (5) working days following the President's written determination. The Executive Board will issue a written determination concerning the appeal in a timely manner, in accordance with its policies and procedures. A ruling by the President under this provision shall be final and binding, unless appealed. Following a timely appeal, the decision by the Executive Board will be final and binding on all parties.
- (f) In the event an issue arises during a nomination meeting concerning the qualification (or lack thereof) of a member to hold a Local Union office or Executive Board position or where a member is not satisfied with the ruling of the Chair at the meeting, a member may appeal the ruling to the Association President within forty-eight (48) hours after the nomination meeting. Such appeal shall be in writing and shall state specifically the reasons for challenging the ruling of the Chair. The President shall be authorized to investigate the matter and shall issue a prompt ruling concerning the qualification (or lack thereof) of the member within five (5) working days. The President's decision shall be final and binding

- (g) In the event nominations for Local Union office or Executive Board positions are closed and there is no contest in relation to a particular office or Executive Board position(s), the presiding officer of the meeting shall certify the candidate(s) as having been duly elected by acclamation and no election need be conducted in relation to such office or position.
- (h) There shall be no write-in candidates during any election.
- (i) Any issues or controversies relating to the conduct of Local Union elections that may arise shall be determined by the Association Executive Board, except as otherwise provided in the Constitution.

## **ARTICLE VIII**

### **COMMITTEES**

**Section 1.** The Association shall have the following standing Committees:

- (a) Collective Bargaining Committee;
- (b) Health & Welfare Committee;
- (c) Finance Committee;
- (d) Grievance Committee;
- (e) Legislative/Political Action Committee;
- (f) Election Committee;
- (g) Judicial/Ethics Committee;
- (h) Constitution and Bylaws Committee.

The purpose of each Committee shall be to research and review, and provide recommendations and advice to the Executive Board on matters falling within the purview of each respective Committee and to fulfill such other duties as may be set forth in the Constitution.

**Section 2.** The duties and responsibilities of each Committee shall be determined by the Executive Board, except as such duties may be specified in this Constitution.

**Section 3.** Members of each Committee shall be appointed by the President, upon approval by the Executive Board. Each Committee shall consist of at least five (5) members, one of whom shall be a member of the Executive Board. Each Committee, other than the Finance Committee and the Judicial/Ethics Committee shall elect a Chairman and Recording Secretary. The Finance Committee shall be chaired by the Secretary/Treasurer. The Judicial/Ethics Committee shall be chaired by the Executive Vice President.

**Section 4.** The Executive Board may expand the membership of any standing Committee as needs or circumstances may determine. Standing Committees may not, however, have fewer members than are required by the Constitution.

**Section 5.** Committee members may be removed from service on a Committee for good and sufficient reasons by action of the Executive Board.

**Section 6.** The Recording Secretary of each Committee shall provide copies of all Committee Minutes to members of the Executive Board as soon as may be practicable after each Committee meeting. Records of all Committees shall be available to members of the Executive Board for inspection at any time.

**Section 7.** The Executive Board may establish additional special Committees as it deems necessary.

## **ARTICLE IX**

### **STATE BOARD**

**Section 1.** The State Board shall be comprised of members of the Association Executive Board and the President and Vice President of each Local Union.

**Section 2.** The State Board shall function primarily as an advisory body to the Executive Board to provide information and advice concerning membership issues, including, but not limited to collective bargaining issues, problems in the workplace, financial issues concerning the membership and other matters relating to the welfare of the Association membership. When a motion concerning an issue as noted above passes by a 2/3 majority roll call vote of those attending the State Board meeting, the motion shall then carry four (4) affirmative votes into the next regularly scheduled Executive Board meeting and a vote dealing with said motion must be taken. This provision shall not empower the State Board in any way nor shall it be used to circumvent the language in this document in any other way.

**Section 3.** The State Board shall serve as an appellate body to consider and determine appeals that may be processed under provisions set forth in Article XV and Appendix B of the Constitution and to perform such other duties as may be set forth in this Constitution.

**Section 4.** Meetings of the State Board shall be conducted semi-annually and at such other times as may be determined by the Executive Board. The meetings shall be chaired by the President, or, in his or her absence, the Executive Vice President. In the event of the absence of the President and Executive Vice President, the Executive Board members present shall determine the Chairperson of the meeting.

**Section 5.** State Board members who miss two (2) consecutive meetings without sufficient cause may be subject to removal from office by majority vote of their Local Union. In

the event a vacancy in a Local Union office is created by this provision, the members of the Local Union shall elect a replacement to serve out the term of the office of the removed member.

**Section 6.** A Local Union President or Vice President who resigns or is removed from office shall be considered as having resigned his or her position on the State Board. The individual duly elected or appointed by the Local Union membership to serve the remaining portion of the officer's term shall automatically be accepted as a member of the State Board.

**Section 7.** A quorum for transaction of business by the State Board shall be a majority of its members.

## ARTICLE X

### LOCAL UNIONS

**Section 1.** Local Unions subordinate to this Association may be chartered in any DOC/DPW location pursuant to policies adopted by the Executive Board.

**Section 2.** The primary purpose of Local Unions is to disseminate information to the membership employed in its facility, solicit input on issues affecting the members in the facility and to resolve disputes that arise at the facility, subject to rules and policies that may be established by the Association Executive Board.

**Section 3.** Local Unions shall meet on a regular monthly schedule, consistent with provisions set forth in the Local Union Bylaws. Local Unions must conduct a minimum of nine (9) monthly meetings in each calendar year. The President of each Local Union shall be responsible for notifying members of the time, date and place of each regular or special Local Union meeting.

**Section 4.** Votes taken and decisions made at the Local Union meetings must be such that their impact does not affect other Association members in other facilities and are not

contrary to this Constitution or Association rules, regulations, policies and/or existing collective bargaining agreements.

**Section 5.** A quorum for the conduct of business at a Local Union meeting shall be ten (10) Local Union members.

**Section 6.** The officers of the Association and members of its Executive Board, or their designees, shall have a right to attend any regular or special Local Union meeting and a right to address the membership of the Local Union in relation to any issue.

**Section 7.** Each Local Union shall adopt Bylaws that shall not be inconsistent with provisions set forth in this Constitution or the rules, regulations, policies or decisions of the Association Executive Board. In the event of any conflict between provisions set forth in Local Union Bylaws and this Constitution or any rule, regulation, policy or determination that is adopted pursuant to provisions set forth in the Constitution, this Constitution and its duly promulgated rules, regulations, policies and determinations by the Executive Board shall be deemed supreme and conflicting provisions in Local Union Bylaws shall be construed as null and void. Local Union Bylaws, upon approval by the membership of the Local Union, shall not become effective until the Local Union Bylaws have been transmitted to the Association Executive Board, which shall have the power to accept or reject the Local Union Bylaws.

**Section 8.** Local Union officers shall be comprised of a President, Vice President, Recording Secretary and Treasurer, provided, however, that Local Unions may approve Bylaws that combine the Recording Secretary and Treasurer offices. The Local Union Executive Board shall be comprised of the Local Union officers and a number of members to be elected at large by the Local Union, as set forth in its Bylaws.

- (a) The President shall chair all meetings of the Local Union Executive Board and all Local Union membership meetings.

- (b) The President shall have such other duties as may be assigned by the Local Union's Bylaws, the Local Union Executive Board, the Association Executive Board and/or the Association President.
- (c) The Vice President shall fill the office of President in the event the Local Union President resigns, becomes incapacitated or in the event of a vacancy in that office. The Vice President shall assume the duties of the President in chairing any meetings when the President is absent. The Vice President shall also act as Chief Steward in the representation of Local Union members.
- (d) The Local Union President shall be responsible for maintaining all records relating to the Local Union operation and shall be custodian of such records.

**Section 9.** All Local Union checks and/or drafts shall require two signatures, one of which must be the Treasurer and the other to be an officer and/or member of the Local Union Executive Board, other than the President.

**Section 10.** Special meetings of the Local Union membership may be called by the Local Union President or at the request of a majority of Local Union Executive Board members. Special meetings may also be called by the Association President or the Association Executive Board.

**Section 11.** Meetings of the Local Union membership and the Local Union Executive Board, to the extent not otherwise set forth in the Local Union Bylaws, shall be conducted in accordance with Roberts Rules of Order.

## ARTICLE XI

### MEMBERSHIP

**Section 1.** Membership in the Association shall consist of the following classifications:

- (a) Active members: All active employees of the Commonwealth of Pennsylvania whose job titles place them within the classification(s) included under the certifications of the Pennsylvania Labor Relations Board or recognitions set forth below, shall be members of the Association if the individual otherwise satisfies the requirements for membership in good standing set forth in the Constitution and policies adopted by the Association Executive Board including payment of full financial obligation(s) to the Association pursuant to its rules and regulations (PERA Case Nos. R-776-C; R-1062-C; R-1066-C; U-86-477-E; U-89-500-E and any successor or supplementary certifications or recognitions that may be achieved by the Association).
- (b) Associate Members: Associate Member status shall be defined by policies adopted by the Association Executive Board and shall include retired members and other individuals who may be eligible for Associate Member status. Associate Members shall not be entitled to vote or to hold any elective office under this Constitution, but may, pursuant to policies of the Association Executive Board, hold appointed positions.

**Section 2.** The benefits of membership as set forth in this Constitution are strictly reserved to active members in good standing, except as may otherwise be determined by the Association Executive Board.

**Section 3.** All rights not expressly reserved to other persons and/or bodies in this Constitution shall be reserved to the active members in good standing of the Association. These

include the right(s) to ratify negotiated collective bargaining agreements that are not subject to the binding arbitration provisions set forth in Act 195, the right to approve all amendments to this Constitution and the right to vote in Association and Local Union elections consistent with provisions set forth in this Constitution.

Any former member who has voluntarily resigned their membership, or any employee who has chosen not to become a member within thirty (30) days of graduating from the DOC Training Academy shall be permitted to become a member of the Association upon payment of an admission fee in an amount established by the Executive Board from time to time.

**Section 4.** A special or general session meeting of the membership may be convened at any time by the Executive Board. The Executive Board shall determine the date, time and place for the meeting and shall determine the agenda for the meeting. The President or his/her designee shall chair the meeting. The Secretary/Treasurer shall cause to be made a posting at each facility to notify the membership of the date, time, purpose and location of the membership meeting.

## **ARTICLE XII**

### **DUES**

The dues for active members shall be no more than one- and one-half percent (1½%) of base pay, per pay period, payable through payroll deductions. There shall be no initiation fees for newly hired employees within the bargaining unit, however, an admission fee may be charged to former members or non-members per the provisions of Article XI, Section 3. The Executive Board shall establish rules and regulations in conformity with applicable state and/or federal laws.

## **ARTICLE XIII**

### **FUNDS AND PROPERTY OF THE**

## **ASSOCIATION AND ITS SUBORDINATE BODIES**

**Section 1.** All funds and/or property of the Association, Local Unions or other subordinate bodies, derived from any source, shall be held in the name of the Association, Local Union or subordinate body, as the case may be, and shall not be transferred or conveyed to any other person, body, committee, entity or organization, whether incorporated or unincorporated, except as permitted in this Constitution. Nothing in this provision shall prevent the Executive Board, a Local Union or other subordinate body from paying any properly authorized bill or obligation of the Association, Local Union or subordinate body in accordance with provisions set forth in this Constitution or the Bylaws of the subordinate body.

**Section 2.** The funds and/or property of the Association, Local Union or subordinate body shall be used for such purposes only as are specified in this Constitution or in accordance with policies duly adopted and approved by the Executive Board. No member, or his or her heirs, administrators, executors or assigns, or any other person, shall possess any right, title, interest or claim of any kind, actual or beneficial, in the funds, property, assets, entitlements or expectancies of this Association.

**Section 3.** In no event shall the funds, property or assets of the Association, a Local Union or a subordinate body be loaned or donated to members. This provision shall not prohibit the Association from establishing a special fund for use as strike benefits, sick or disability benefits or for other like or related purposes in accordance with standards and guidelines that may be established by the Executive Board.

**Section 4.** The funds and/or property of a Local Union or subordinate body shall not be divided among the members, individually, but shall remain the funds and property of the Local Union or subordinate body, for its legitimate purposes. In the event of the revocation of a Charter or the dissolution of a subordinate body, any funds held in the name of the Local Union

or subordinate body shall be promptly transmitted by the Treasurer of such body to the Secretary/Treasurer of the Association and shall become the property of the Association. The Association and its subordinate bodies shall not be liable for any debts or obligations of any Local Union or subordinate body by virtue of the transfer or reversion to the Association of any funds or property of such Local Union or subordinate body pursuant to this Section; and, if a court of competent jurisdiction should rule otherwise, the said liability shall be strictly limited to the funds and property owned by such Local Union or subordinate body at the time of said transfer or reversion.

**Section 5.** If it deems it necessary or appropriate to protect the funds, property or assets of the Association, the Executive Board shall be empowered to incorporate the Association or any of its subordinate bodies pursuant to the Pennsylvania Non-Profit Corporations Law or to form such other legal entity or Trust as may be necessary to protect the interests of members of the Association. In such event, the governing documents of such corporation or other legal entity or Trust shall maintain the basic structure of this Constitution, to the maximum extent permissible by law.

## **ARTICLE XIV**

### **TRUSTEESHIPS**

For the purpose of correcting corruption, financial malpractice, assuring the performance of collective bargaining agreements, restoring democratic procedures and otherwise carrying out the legitimate objects of the Association, the Association Executive Board shall be empowered to impose Special Trusteeships under the authority, and within the framework of procedures, set forth in this provision and Appendix A of the Constitution. The Executive Board shall be empowered to develop and approve additional procedures and rules relating to Special

Trusteeships, provided such procedures or rules are not inconsistent with the provisions set forth in Appendix A.

## **ARTICLE XV**

### **CHARGES, TRIALS AND APPEALS**

The Association Executive Board shall be empowered to approve rules and procedures that will govern charges that may be filed by members of the Association against Association officers and/or Executive Board members, officers and/or Executive Board members of Local Unions and/or subordinate bodies, and members and the trials and appeals that may occur in relation to such charges; provided, however, the rules and/or policies in relation to such charges, trials and/or appeals shall not be inconsistent or in conflict with the provisions set forth in Appendix B of this Constitution..

## **ARTICLE XVI**

Conviction of a felony shall constitute automatic grounds for removal of any Association officer, Local Union officer or a member of any Executive Board. Such removal and disqualification from office shall be automatic upon conviction and shall not require a trial of the individual under provisions set forth in this Constitution.

## **ARTICLE XVII**

### **AMENDMENT**

This Constitution may be amended under either of the following procedures:

**Section 1.** Upon recommendation by the Executive Board: A proposed amendment to the Constitution may be referred by the Executive Board to the Chairperson of the Constitution Committee. A proposed amendment to the Constitution requiring financial resources of the Association will also be referred to the Chairperson of the Finance Committee for review and analysis. Each such proposed constitutional amendment shall be submitted by the Constitution Committee and, if applicable, the Finance Committee, to the Executive Board, with their respective recommendations for adoption or rejection, within sixty (60) days after referral.

The proposed amendment shall then be placed upon the agenda of the Executive Board for its next regular meeting, for first reading purposes only. At the next following meeting of the Executive Board, members of the Executive Board shall vote on the proposed amendment. Approval of the proposed amendment must be by a two-thirds vote of the Executive Board. Within ninety (90) days following approval of a proposed constitutional amendment by the Executive Board, a mail ballot shall be conducted by the Secretary/Treasurer of all active members in the Association for a vote in favor of or against the proposed constitutional amendment. Acceptance of the amendment by a two-thirds vote of the members voting shall constitute ratification of the amendment, and it shall thereupon become effective.

**Section 2.** Upon recommendation by the State Board: A proposed amendment to the Constitution may be submitted in written form to the Chairperson of the Constitution Committee upon the Motion of any Local Union, provided the Motion is seconded by a vote of five (5) other Local Unions. A proposed amendment to the Constitution requiring financial resources of the Association will also be forwarded to the Finance Committee for review and analysis. Each proposed constitutional amendment submitted under this Section shall be reported by the Constitution Committee and, if applicable, the Finance Committee, to the Executive Board with their respective recommendations for adoption or rejection of the proposed amendment, within sixty (60) days after the submission. The proposed amendment, submitted under this procedure, shall then be placed on the agenda of the Executive Board for its next meeting. Approval of the proposed amendment by the Executive Board shall not be required under this procedure, but the Executive Board may issue an opinion stating whether it has agreed to recommend or reject the proposed constitutional amendment and the reasons for its determination. The proposed amendment, together with any Committee or Executive Board reports, shall then be submitted for consideration by the State Board at its next regular meeting. Approval of the proposed

amendment must be by a two-thirds vote of the State Board. Within ninety (90) days following the approval by the State Board, a mail ballot shall be conducted by the Secretary/Treasurer in which all active members may vote in favor of or against the proposed amendment. Acceptance of the amendment by a two-thirds vote of the members voting shall constitute ratification of the amendment, and it shall thereupon become effective. A Motion or second by a Local Union under this procedure shall require a certification by the Secretary/Treasurer of the Local Union that the Local Union membership has voted to approve the Motion, or second, by resolution at a regular or Special Meeting.

### **ARTICLE XVIII**

#### **SEVERABILITY**

The provisions of this Constitution are severable and, if any of the provisions herein shall be found to be unlawful or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

### **ARTICLE XIX**

#### **INDEMNIFICATION**

The Association shall, to the full extent permitted by law, indemnify any person made, or threatened to be made, a party in any civil or criminal action or proceeding by reason of the fact that he or she, his or her Testator or intestate, (a) is or was an officer or official of the Association; or (b) served any corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity at the request of the Association; and the Association may, in the discretion of the Executive Board, indemnify such other Association personnel to the extent permitted by law. The Association may purchase liability insurance for officers and officials in such amounts and with such coverage as the Executive Board may, from time to time, deem appropriate, to indemnify the Association for any obligation incurred as a result of the

indemnification of officers and officials, and to indemnify officers and officials in instances in which they may not be indemnified by the Association.

## **ARTICLE XX**

### **DISSOLUTION**

Dissolution of this Association, may occur only as required or permitted by the laws of the Commonwealth of Pennsylvania

**CONSTITUTION OF THE  
PENNSYLVANIA STATE CORRECTIONS  
OFFICERS ASSOCIATION**

**APPENDIX A**

**TRUSTEESHIPS**

**CONSTITUTION OF THE  
PENNSYLVANIA STATE CORRECTIONS  
OFFICERS ASSOCIATION**

**APPENDIX A**

**TRUSTEESHIPS**

In accordance with the provisions set forth in Article XIV of the Constitution, the following provisions shall govern the imposition of Special Trusteeships by the Association Executive Board:

**Section 1.** The Executive Board, with or without a hearing, but after investigation, shall have the power to appoint a Special Trustee to take immediate charge and control of a Local Union or other subordinate body and its affairs for the purpose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements, restoring democratic procedures or otherwise carrying out the legitimate objects of the Association.

**Section 2.** Immediately upon appointment of a Special Trustee, the functions of all officers of the Local Union or subordinate body shall terminate and such functions shall pass to the Special Trustee. The Special Trustee may, thereupon, suspend or remove any officer or employee without pay and appoint temporary officers, or employees, in their place who shall act under the Special Trustee during the term of such Trusteeship. The Special Trustee shall take such other action as, in his or her judgment, is necessary for the preservation of the Local Union or subordinate body and the rights and interests of the members.

**Section 3.** The Special Trustee shall report, from time to time, on the affairs and progress of the Special Trusteeship to the Executive Board. The Special Trustee's conduct shall be subject to the supervision of the President and the Special Trustee may be removed or replaced with a Successor Trustee at any time by action of the Executive Board.

**Section 4.** The Special Trustee shall take possession of all the funds, books, papers and other property of the Local Union or subordinate body and shall manage its affairs during the Special Trusteeship in accordance with provisions set forth in this Constitution and policies adopted by the Executive Board.

**Section 5.** As soon as is practicable following the imposition of a Special Trusteeship, but not later than thirty (30) days, a hearing shall be held to determine whether it is appropriate to continue the Trusteeship, given the interest of the Association and its members. The Executive Board shall appoint a three-person Committee to act as Hearing Officer(s). The hearing shall be conducted at a time and place designated by the Hearing Officer(s). During the hearing, the Special Trustee shall present evidence relating to the imposition and/or continuation of the Special Trusteeship. Members of the Local Union may be present and provide evidence in support of or in opposition to the Special Trusteeship. Members of the Local Union and officers of the Association may also attend the hearing. Legal counsel shall not be permitted for any

party in the hearing, except that counsel for the Association may be present to advise the Hearing Officer(s). Rules relating to the conduct of the hearing that are fair and just will be established by the Executive Board and/or the Hearing Officer(s). Within thirty (30) days following the conclusion of the hearing, the Chairman of the Hearing Officer(s) shall submit a written, detailed report recommending Findings and Conclusions to the Executive Board. The Executive Board shall, within thirty (30) days thereafter, issue a written determination, which shall be final and binding, concerning the dissolution and/or continuation of the Trusteeship.

**Section 6.** Within six months of the imposition of a Special Trusteeship, the Executive Board shall set a date by which the Special Trusteeship shall end or the Executive Board shall issue a written determination for continuation of the Special Trusteeship. No Special Trusteeship shall last longer than eighteen (18) months.

**CONSTITUTION OF THE  
PENNSYLVANIA STATE CORRECTIONS  
OFFICERS ASSOCIATION**

**APPENDIX B**

**CHARGES, TRIALS AND APPEALS**

**CONSTITUTION OF THE  
PENNSYLVANIA STATE CORRECTIONS  
OFFICERS ASSOCIATION**

**APPENDIX B**

**CHARGES, TRIALS AND APPEALS**

**Section 1.** The basis for charges against members, officers, Local Unions or any subordinate body of the Association may consist of the following:

- (a) Violation of any provision of the Constitution or of any rule or regulation promulgated by the Executive Board.
- (b) Violation of membership obligations;
- (c) Disloyalty to the Association;
- (d) If an officer – neglect, inefficiency or incompetence in the performance of the officer’s duties; failure to advance and promote the interests of members of the Association; performing acts detrimental to the interests of the Association; utilizing the officer’s official position to engage in enterprises which are inimical to the welfare of the Association and contrary to the interests of its members
- (e) Misappropriation; embezzlement; misuse or improper handling of Association funds; altering or tampering with membership records or Association books or making false official reports; or failure to account for receipts and disbursements in accordance with Association financial policies.
- (f) Abusing fellow members or officers in or near an Association meeting or disrupting Association meetings.
- (g) Engaging in any activities which tend to bring the Association or its subordinate bodies into disrepute or which tend to reflect upon its good name, standing and reputation.
- (h) Violation of lawful instructions or directives issued by officers or representatives of the Association.
- (i) Conducting the affairs of a Local Union or subordinate body, or permitting its officers to so conduct its affairs, as to hinder, prejudice or injure the rights or interests of members of the Association.

- (j) Such other acts and conduct which shall be considered inconsistent with the duties, obligations and responsibilities of a member, officer or subordinate body of this Association.

**Section 2.** Charges against Association officers and Executive Board members:

- (a) Any officer or member of the Executive Board of the Association who violates the Constitution or is negligent in the performance of his or her duties may be charged and tried when such charges are preferred by a Motion made by any Local Union and seconded by five (5) Local Unions. If, after an impartial trial by the Association Executive Board, an officer is found guilty by that body, he or she shall be appropriately disciplined, up to and including removal from office.
- (b) If the officer or Executive Board member charged, or the Local Union or Local Unions that preferred the charges, are not satisfied with the result of the trial, they may appeal the decision of the Executive Board to the State Board. The decision of the State Board shall be final and binding in relation to such charges.
- (c) If an appeal to the State Board is filed by an officer or Executive Board member who has been found guilty under this provision, and where the State Board is not otherwise scheduled to meet within a period of thirty (30) days from the date of filing of the appeal, the Executive Board shall convene a Special Meeting of the State Board to consider the appeal.
- (d) An officer or Executive Board member who, following trial, has been suspended or removed from office, shall stand suspended from office pending such time as the appellate body has issued a final ruling in the case.

**Section 3.** Charges against Local Union or subordinate body officers:

- (a) Any Local Union officer or officer of any subordinate body (other than an Association officer or Executive Board member) who violates the Constitution or is negligent in the performance of his or her duties may be charged and tried when such charges are preferred by a member. If, after an impartial trial by the Association Executive Board (or the Association Judicial/Ethics Committee to whom the Executive Board may delegate the matter, in its discretion), the officer is found guilty by that body, he or she shall be appropriately disciplined, up to and including removal from office.
- (b) If the officer or officers charged, or the member(s) that preferred the charge, is not satisfied with the result of the trial, they may appeal the decision of the Executive Board (or the Judicial/Ethics Committee) to the

State Board. The decision of the State Board shall be final and binding in relation to such charges.

- (c) If an appeal to the State Board is filed by an officer who has been found guilty under this provision, and where the State Board is not otherwise scheduled to meet within a period of sixty (60) days from the filing of the appeal, the Executive Board shall convene a Special Meeting of the State Board to hear the appeal.
- (d) An officer who, following trial, has been suspended or removed from office, shall stand suspended from office until such time as the appellate body has issued a final ruling in the case.

**Section 4.** Charges against a member (other than officers or Executive Board members covered by Sections 2 and 3):

- (a) A member who violates the Constitution may be charged and tried when such charges are preferred by another member. If, after an impartial trial by the Local Union Executive Board, a member is found guilty by that body, he or she shall be appropriately disciplined.
- (b) If the member so charged, or the member(s) that preferred the charge, is not satisfied with the result of the trial, he or she may appeal to the Association Executive Board.
- (c) If the member so charged, or the member(s) that preferred the charge is not satisfied with the result of the Executive Board decision on appeal, he or she may appeal the matter to the State Board. The appeal shall be considered by the State Board at its next regularly scheduled meeting. The determination by the State Board shall be final.

**Section 5.** The Association Executive Board, upon review by the Judicial/Ethics Committee, shall develop and publish rules and regulations for the conduct of trials of members and officers under this Article, consistent with provisions set forth in the Constitution and this Appendix B.

**Section 6.** When, in its judgment, the interests of the Association so require, the Executive Board may exercise original jurisdiction to act as a Trial Board in any pending case involving charges against any member.

**Section 7.** When original jurisdiction is exercised by any trial body under this Constitution, the procedure for the filing and processing of charges shall be as follows:

- (a) Charges must be filed within a reasonable time after the occurrence of the alleged violation or its occurrence became known or should have been known.
- (b) The party preferring the charges shall present them in writing, in duplicate, and file them with the Secretary of the trial body.

- (c) Such charges shall be sufficiently explicit as to reasonably inform the accused of the nature of the accusations against him or her.
- (d) The Secretary shall promptly forward a copy of the charge(s) by registered or certified mail to the party charged, together with a notice of the date, time and place of the hearing, such date not to be less than fourteen (14) days or more than sixty (60) days after the charges have been mailed. At the same time, the Secretary shall also send, by mail, notice of the date, time and place of the hearing to the party preferring the charges, and a copy to all other interested parties.
- (e) The party charged may file a written statement explaining or opposing the charges. However, failure to file such written statement shall not deny such party the right to appear at the hearing and defend.
- (f) The parties to the proceeding may appear at the hearing personally and with witnesses. Any person who can give evidence concerning the charge can be called as a witness, regardless of whether the person is a member or not.
- (g) Each party shall have the right to select a member of the Association to act as counsel in the case. The member selected as counsel shall not be a lawyer.
- (h) The Trial Board may, if it deems advisable, exclude all other witnesses from the hearing room while a witness is testifying, except the parties directly interested and their counsel.
- (i) Rules relating to the conduct of all trials shall be in accordance with policies adopted by the Executive Board.
- (j) At the conclusion of any trial, hearing or appeal, a decision shall be rendered by a majority of the members of the Trial or Appeal Board in each case.
- (k) Every decision of a trial or appellate body shall be reduced to writing and a copy thereof furnished to each directly interested party.

**Section 8.** Records of all proceedings below, including the charges, transcript or summary of evidence and Trial Board decision must be forwarded, duly attested by the Secretary of such trial or appellate body, to the Secretary/Treasurer of the Association who shall file same for future reference. Upon the filing of an appeal under any provision set forth in this Article, the record of the trial or appellate body must be forwarded, duly attested by the Secretary of such trial or appellate body, to the Secretary of the next appellate body.

**Section 9.** The Findings and Conclusions of the Trial Board of a Local Union shall be conclusive on such Local Union and shall not be subject to review by the Local Union

membership. Such Findings and Conclusions can be reviewed only as specified in this Constitution.

**Section 10.** Decisions and penalties imposed upon the members, officers, Local Unions or other subordinate bodies found guilty of charges, may consist of reprimands, fines or other monetary penalty, suspensions, expulsions, removal from office or position, revocations of Charters or demands to do or perform, or refrain from doing or performing, specified acts. If the penalty is by way of fine or command to pay or reimburse a sum of money, the penalty shall be held in suspense until all appeals are exhausted. If no appeal is taken, the penalty by way of fine or command to pay or reimburse a sum of money shall be effective immediately.

**Section 11.** Appeals:

- (a) Any directly interested party to a proceeding in which a decision has been rendered, feeling aggrieved over such decision, may take an appeal therefrom in accordance with provisions set forth in this Constitution Appendix B.
- (b) Appeals from decisions of Trial Boards of Local Unions shall be taken to the Association Executive Board. Appeals from the decisions of the Association Executive Board shall be taken to the State Board.
- (c) Every appeal must be taken within thirty (30) days from the date the decision of the lower tribunal or body is rendered. It shall be presented in writing and signed by the appellant. There shall be annexed to the appeal a copy of the decision below. A copy of the appeal should be filed with the Secretary of the body to which the appeal is taken. Failure to take an appeal within the thirty (30) day period shall be grounds for disallowing the appeal by the appellate body.
- (d) Promptly upon receipt of notice of appeal, the Secretary of the body from which the appeal was taken shall prepare all the papers and documents in the case which constitute the record and shall forward same to the Secretary of the body to which the appeal is taken.
- (e) The parties to the appeal shall have fifteen (15) days in which to file, with the Secretary of the appellate body, a written statement and written argument in support of their contentions. The appellate body may then, at its convenience, but without unnecessary delay, proceed to consider the appeal and decide it. The appellate body may consider the appeal on the record as presented; or it may permit the parties to appear and present oral argument; or it may determine the appeal by a retrial of the entire case. An appellate body may, with or without opinion, affirm or reverse the decision below, alter the penalty or remand the case for further proceedings or alteration of penalty consistent with its direction or opinion.

**Section 12.** Failure on the part of any interested party to appear at any trial, appeal or hearing, when an appearance is required before the tribunal or body which has the matter before it, at the time and place designated in the notice for appearance, shall constitute a waiver of appearance and defense, and the trial, appeal or hearing shall proceed in the absence of such party. No member may be found guilty, even if the member fails to appear, unless evidence proving the charge is presented to the Trial Board.

**Section 13.** An expelled member shall not be admitted again to membership in the Association, except upon the written permission of the Executive Board.

**Section 14.** Members or officers of the Association and its subordinate bodies who may have controversies relating to Association affairs, or against whom charges have been preferred or against whom disciplinary or adverse action has been taken, shall be obligated to exhaust all remedies provided for in this Constitution before resorting to any court or tribunal.

Note: See page 4 for Treasurer's Duties

# **Pennsylvania State Corrections Officers Association**

## **ByLaws of PSCOA Local S.C.I. Huntingdon**

**Adopted December 2001**

**BYLAWS OF LOCAL UNION  
S.C.I. Huntingdon**

**ARTICLE I**

**BYLAWS**

These Bylaws shall be considered supplemental and subordinate to the provisions of the Constitution of the Pennsylvania State Corrections Officers Association (hereinafter referred to as the "Association" or "PSCOA") and such provisions shall be deemed as incorporated herein by reference. In the case of conflict between these Bylaws and the provisions of the Constitution the latter shall govern.

**ARTICLE II**

**NAME**

This organization shall be known as Local Union S.C.I. Huntingdon (hereinafter referred to as "Local Union"), and is affiliated with and is a Local Union of the PSCOA.

**ARTICLE III**

**JURISDICTION**

The jurisdiction of this Local Union shall be as set forth in its grant of Charter as determined by the Association Executive Board from time to time under Article VI, Section 1(i) of the Constitution.

**ARTICLE IV**

**OBJECTS**

The objects of this Local Union shall be set in the Preamble and Article II of the Constitution, subject to any limitations set forth therein, or as otherwise set forth in the policies of this Association.

## ARTICLE V

### ELIGIBILITY FOR MEMBERSHIP

Eligibility for membership in this Local Union shall be set forth in Article XI of the Constitution and as otherwise set forth in the Constitution or policies adopted by the Association Executive Board.

## ARTICLE VI

### OFFICERS

Section 1. Eligibility to hold office shall be as set forth in provisions contained in the Constitution and through policies adopted by the Association Executive Board.

Section 2. Officers of this Local Union and their duties shall be as set forth in Article X, Section 8 of the Constitution and as set forth below:

- (a.) President: the duties of the President shall be as set forth in Article X, Sections 8(a) and (b) of the Constitution and as may be determined by policies adopted by the Association Executive Board.
1. The President shall be the principal Executive Board Officer of the local. He/She shall enforce and adhere to all rules, policies, and procedures as established by the PSCOA Constitution and these Bylaws. The President may have other duties as determined by policies set forth by the Local Union Executive Board.
  2. The President shall appoint all standing committee chairs and all special committees of the local, special committees subject to approval by majority vote of the Executive Board.
  3. The President shall report periodically to the membership regarding the progress and standing of the Local and regarding the President's official acts.
- (b.) Vice President: the duties of the Vice President shall be as set forth in Article X, Section 8(c) of the Constitution and as may be determined by the policies adopted by the Association Executive Board. Other duties shall include, but not limited to:

1. Assist the President in the work of the President's office.
2. Shall be under the supervision and direction of the President and perform any and all work assigned by the President.
3. Shall comply with all rules, policies and procedures as established by the PSCOA Constitution and these Bylaws.

(c.) Recording Secretary: The duties of the Recording Secretary shall be as follows:

1. Keep a record of the proceedings of all membership meetings and Executive Board meetings.
- ★ 2. Carry on all official correspondence of the local, except as the Executive Board may direct otherwise.
3. Perform such other duties as the Executive Board may require.
4. Comply with all rules, policies and procedures as set forth by the PSCOA Constitution and these Bylaws.
- ★ 5. Prepare and submit to the Executive Board all Labor-Management Meeting agendas.
6. When the Recording Secretary is absent from the General Membership or Executive Board Meeting the President may appoint another officer or Executive Board member to record the minutes. It shall be the responsibility of the Recording Secretary to put the minutes into typewritten form and submit them to the President within a reasonable amount of time.

(d.) Treasurer: The duties of the Treasurer shall be as follows:

1. Receive and receipt for all monies of the Local Union.
2. Deposit all money so received in the name of the Local Union in a bank or banks selected by the Executive Board, and money so deposited shall be withdrawn only by check signed by the Treasurer and a Local Officer or Executive Board member, excepting the President, in accordance with Article X Section 9 of the PSCOA Constitution.
3. Prepare and sign checks for such purposes as required or authorized by the membership or Executive Board.
4. Keep a detailed and accurate record of receipts and disbursements and shall, at each monthly membership meeting, submit to the membership a monthly operating statement of the financial transactions of the local for the previous month.
5. Act as custodian of all properties of the Local Union.
6. See that any financial reports required by the Association Executive Board are accurately written and submitted.
7. Chair the Finance Committee.
8. Keep a record of and pay all authorized bills related to the Local Union.
9. Perform any other duties within the purview of the Treasurer as assigned by the association or the Local Executive Board.

## ARTICLE VII

### EXECUTIVE BOARD

**Section 1.** The Executive Board of the Local Union shall be comprised of the Local Union Officers and five (5) members. The members shall consist of: one Correction Officer from each shift, 6am to 2pm, 2pm to 10pm, 10pm to 6am, and one (1) member from Trades and one (1) member from Culinary to be elected by mail ballot by each shift, (C.O.'s) and job title, (Trades and Culinary).

**Section 2.** The duties of the Executive Board shall be:

- (a) To serve as Trial Board of the Local Union;
- (b) To handle all matters referred to the Executive Board at regular or special meetings, provided such matters are not inconsistent with provisions set forth in the Constitution or policies adopted by the Association Executive Board.
- (c) All requests for donation of funds shall be directed to the Executive Board. It shall investigate and submit its findings and recommendations for membership action.
- (d) The Executive Board shall be vested with the authority of recommendation only, unless otherwise specifically authorized by the Association Executive Board.
- (e) Attend Labor-Management meetings to address issues specifically related to their shift or job title when such issues are scheduled on the Labor-Management meeting agenda.
- (f) Provide representation for members when specifically requested or when no other representation is available.
- (g) The Executive Board shall be the governing body of the Local Union except when meetings of the Local Union are in session. All matters affecting the policies, aims and means of accomplishing the purposes of the local, not specifically provided for in the PSCOA Constitution, these Bylaws, or by action of the membership at a regular or special meeting, shall be decided by the Executive Board. A report on all actions taken by the Executive Board shall be made to the membership at the following General Membership meeting.
- (h) In all matters requiring action by the Executive Board, when not in formal session, the Executive Board may act by letter, facsimile, telephone or by other satisfactory means of computer-generated communication. Such action so taken by members of the Executive Board shall constitute action of the Executive Board as though the Executive Board was in formal session.

**Section 4.** The Executive Board of the Local Union shall, at least sixty (60) days prior to the nomination meeting, establish rules and regulations that will govern the election, such rules not to be inconsistent or in conflict with rules set forth in the Constitution, these Bylaws or the policies established by the Association Executive Board. Copies of such rules and regulations shall be provided to the membership of the Local Union, through posting at the facility, posting on a web site or other acceptable means of distribution.

## **ARTICLE XI**

### **MEETINGS**

**Section 1.** Membership meetings of this Local Union shall be held once each month at a time and place to be fixed by the general membership.

**Section 2.** Special meetings may be called by the President, the Local Executive Board, or upon a petition signed by ten percent (10%) of the Local Union membership. Special meetings may also be called by the Association President or by an authorized representative of the Association. There shall be five (5) days advance notice to the membership when a special meeting is called.

**Section 3.** A quorum for a general membership meeting date shall be ten (10) members in good standing. A quorum for a Local Executive Board meeting shall be a majority of the members of the Executive Board.

**Section 4.** All officers and Executive Board members must be present at one (1) or more general membership meetings on the meetings monthly date, except where good cause is demonstrated for the absence.

**Section 5.** If an elected Executive Board member or Local Union officer misses three (3) consecutive general membership meeting dates of the Local Union or three (3) consecutive Executive Board meetings without a valid reason, he or she may be terminated from their position by majority vote of the remaining Local Union officers and Executive Board members.

**Section 6.** General membership meetings will be held the first Tuesday of each month at 2 pm., 4pm., 8pm., and 10pm., at the Smithfield Fire Hall in Huntingdon, Pennsylvania. The meeting day may be changed temporarily by the President with good and sufficient cause. The meeting times of 2pm., 8pm., and 10pm. may be changed only by an amendment to these Bylaws in accordance with Article XXII. The 4pm. meeting, dependent upon attendance, may be terminated by a majority vote of the Executive Board.

## ARTICLE VIII

### COMPENSATION OF OFFICERS

The President and Vice President may receive a stipend for their service from the Association, in an amount and in accordance with policies to be determined by the Association Executive Board. All payments to Local Union officers or any person by the Local Union shall be subject to policies that may be adopted by the Association Executive Board.

## ARTICLE IX

### BONDS

Officers of the Local Union who are required to handle Local Union funds shall be bonded in accordance with policies that may be adopted by the Association Executive Board.

## ARTICLE X

### ELECTION OF OFFICERS

Section 1. Elections shall be held under the procedures and provisions as set forth in Article VII of the Constitution and Appendix A of these Bylaws.

Section 2. The nomination of Local Union officers and Executive Board members shall be held at the general membership meeting in the **month of May**, during each election year, two (2) months before the expiration of terms. Elections of Local Union officers, Executive Board members and Stewards will be by **mail ballot**, pursuant to Appendix A of these Bylaws. A special meeting for the nomination of Local Union officers and Executive Board members may be called and held within the **month of May**, in accordance with Article X, Section 10 of the Constitution and Article XI, Section 2 of these Bylaws.

Section 3. Local Union officers and Executive Board members shall, upon election, serve a term of office of two (2) years. Notwithstanding this provision, upon the adoption of these Bylaws, and their approval by the Association Executive Board, the Local Union may, by resolution of its membership, adopt an initial term of office for Local Union officers and Executive Board members that will modify this provision, provided such initial term of office is not less than a period of one (1) year nor more than a period of thirty (30) months.

**Section 7.** The Local Union officers and Executive Board shall meet once each month within five (5) days after the general membership meeting, the specific day and time to be determined by the President, in the Local Union office or other predetermined venue. The Executive Board will not formally meet to discuss labor-management issues and establish a labor-management agenda prior to the monthly general membership meetings date.

## ARTICLE XII

### VACANCIES

Vacancies occurring among the officers and Executive Board, other than with respect to the office of President, shall be filled by nominations at the next regular meeting date and election by mail ballot in accordance with Appendix A of these Bylaws; except that if, at the time the vacancy occurs, the period remaining to the end of the unexpired term of the vacant office is twelve (12) months or less, the vacancy shall be filled by appointment by the Local Union President.

## ARTICLE XIII

### DUES

Dues and fair share fees shall be payable to the Association by all active members and/or bargaining unit members as set forth in Article XII of the Constitution.

## ARTICLE XIV

### COMMITTEES

**Section 1.** The S.C.I. Huntingdon Local Union will have the following standing committees:

- (a.) Bylaws Committee *E Board*
- (b.) Election Committee
- (c.) Judicial Ethics Committee ~~Board~~
- (d.) Legislative/Labor Law Advisory Committee *None*
- (e.) Finance Committee *E Board*

**Section 2.** The purpose of each committee will be to research, review, recommend, propose and advise the Local Executive Board and membership on matters falling within the purview of each respective committee.

**(b.) Election Committee**

The Election Committee shall be responsible for all issues, with the exception of the counting of ballots, pertaining to the conduct of elections as described in Appendix A of these bylaws. The duties of this committee shall be, but are not limited to the preparation and mailing of ballots for local elections and for non-election ballot issues as described in Appendices A and B of these Bylaws. Other responsibilities as defined within the purview of this committee may be assigned by the Local Executive Board.

**(c.) Judicial Ethics Committee**

It shall be the responsibility of the Judicial Ethics Committee, to develop within the parameters of Appendix B of the PSCOA Constitution and Article XVI of these Bylaws, an informational package available for members regarding charges, trials and appeals at both state and local levels, and other duties assigned by the Local Executive Board within the purview of this committee, such guidelines to contain the following information:

1. Procedures for filing charges;
2. The basis for which charges may be filed;
3. Rights of the Defendant;
4. Rights of the Plaintiff;
5. The hearing process including:
  - (a.) Time limitations;
  - (b.) Rules of evidence;
  - (c.) Sanctions;
  - (d.) Representation.
6. Rights of appeals and procedures therein.

**(d.) Finance Committee**

It shall be the responsibility of the Finance Committee, under the chair of the Treasurer, to investigate and report on the feasibility of any product, service or resource, or amendment to these Bylaws, that would require expenditure of local monies, as assigned by the Local Executive Board. Other duties falling within the purview of this committee may also be assigned by the Executive Board.

## ARTICLE XV

### GENERAL RULES

Section 1. All members shall conduct themselves with professional and ethical comportment and bearing at all times during Local Union membership meetings and all PSCOA functions. Disruption, interference, or any violations as outlined in Appendix B, Section 1 of the PSCOA Constitution are prohibited and are a basis for charges against members under this section.

**Section 2.** The Local Union will disavow any individual or collective action not approved by the Association, the membership, the PSCOA Constitution, or these Bylaws.

## ARTICLE XVI

### CHARGES AND TRIALS

**Section 1.** Each member of this Local Union shall have the right to fair treatment in the application of Local Union rules and laws in accordance with the Constitution and these Bylaws. In the application of all rules and procedures relating to Local Union discipline, the essential requirements of due process of law – notice, hearing, and judgement based upon the evidence – shall be observed without however, requiring technical formality followed in courts of law.

**Section 2.** The procedure specified in Article XV and Appendix B of the Constitution shall govern all trials and appeals. The requirements of the Constitution and of fairness and due process will be attained by substantial adherence to the following:

- (a) Charges must be filed within a reasonable time as specified in Appendix B, Section 7(a) of the Constitution.
- (b) Copies of all charges, together with the notices of hearing, should be submitted in writing by registered or certified mail to the last known address of the person charged at least fourteen (14) days prior to any trial or hearing.
- (c) Details of the conduct or activity charged should be described in the charges, giving dates, places and persons involved, where possible.
- (d) The Trial Board should not include among its members a person who is in the role of an accuser.
- (e) Either verbatim minutes, stenographic transcripts or accurate summaries of the evidence should be kept.
- (f) The accused should have the right to confront and cross-examine witnesses giving testimony against him or her.
- (g) The Trial Board should give to the accused full opportunity to make his or her defense and to produce testimony or documentary evidence for that purpose.
- (h) The decision of a Trial Board should recite the facts which it finds to be true and should also set forth the basis for the decision reached.
- (i) All documents in the proceedings, as well as summaries of evidence or stenographic minutes, shall be preserved and kept available for use in further proceedings in the Local Union or for appellate purposes in accordance with provisions set forth in the Constitution.
- (j) Every action must be supported by proof, even though the accused does not appear at a hearing.

## ARTICLE XVII

### EXHAUSTION OF REMEDIES

No Local Union or other subordinate body of the PSCOA, or any member or officer thereof, shall resort to any Court or agency outside the PSCOA until all forms of relief and avenues of appeal, as provided by the Constitution and these Bylaws, have been exhausted, unless provided by statutory law.

## ARTICLE XVIII

### PSCOA CONSTITUTION

The Local Union acknowledges that the PSCOA Constitution supercedes and provisions of these Bylaws which are inconsistent with such Constitution. In addition, policies that may be adopted from time to time by the Association Executive Board, in accordance with its powers as set forth in the Constitution, shall supercede provisions set forth in these Bylaws.

## ARTICLE XIX

### PROPERTY OF THE LOCAL UNION

Section 1. The funds and property of the Local Union shall be governed by the provisions set forth in Article XIII of the Constitution and the duly adopted policies of the Association Executive Board.

Section 2. No property of the Local Union, and no property in the possession, custody or control of the Local Union or any of its officers or employees, and no property held in trust, express or implied, which was created or established by this Local Union and whose primary purpose is to provide benefit for the members of the Local Union or its beneficiaries and members, shall be given, contributed or donated, either directly or indirectly, to aid or assist, or to be expended on behalf of, any seceding, dual, or antagonistic labor organization, nor to any Local Union which is in violation of the Constitution.

## ARTICLE XX

### AGENCY

Neither this Local Union, nor any of its officers or employees, has any power to make any representation, contract or agreement, nor to incur any liability, which shall be binding upon the PSCOA without the written consent of the President of the PSCOA or the Association Executive Board. Neither this Local Union, nor any of its officers or employees or agents has been authorized or empowered to act as agent of the PSCOA and shall not be deemed an agent of the PSCOA unless expressly authorized, in writing, by the President of the Association or the Association Executive Board.

## ARTICLE XXI

### SAVINGS CLAUSE

**Section 1.** If any provision of these Bylaws shall be declared invalid or inoperative by a competent authority of the executive, judicial or administrative branch of the federal or state government, the Local Union Executive Board, subject to the approval of the PSCOA, shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any Article or Section of these Bylaws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these Bylaws and the application of such Article or Sections to persons or circumstances other than to those as to which it has been held invalid shall not be affected thereby.

**Section 2.** In accordance with provisions set forth in the Constitution, these Bylaws, or any part thereof, shall be subject to approval or revocation, at any time, by the Association Executive Board. In the event any part of these Bylaws is revoked or determined to be invalid by the Association Executive Board, the membership shall adopt alternate provisions, consistent with PSCOA policy, and submit such amendments to the Bylaws to the Association Executive board for approval in accordance with the provisions in the Constitution.

## ARTICLE XXII

### AMENDMENTS

Any proposed amendments to these Bylaws must be submitted in written form to the chairperson of the Bylaws Committee. Any proposed amendment to the Bylaws requiring

resources of the Local will also be sent to the Finance Committee for review and analysis. Each proposed Bylaw amendment shall be submitted by the Bylaws Committee and if applicable, the Finance Committee, to the membership with their respective recommendations for adoption or rejection of the proposed amendment at the general membership meeting occurring after a thirty (30) day time period from the date of the initial submission to the Bylaws Committee, for reading purposes only. At the monthly membership meeting following the reading the membership shall vote on each proposed amendment. Adoption of each proposal must be by a majority of those in attendance. Within thirty (30) days following the adoption of a Bylaw amendment the membership shall be entitled to **vote by mail** ballot in accordance with Appendix A of these Bylaws. Acceptance of the Amendment by a two thirds majority of voting members shall constitute ratification of the amendment, and it shall thereupon become effective. All amendments to these Bylaws are subject to approval by the Association Executive Board.

## **ARTICLE XXIII**

### **STANDING RULES FOR LOCAL MEETINGS**

Rules for the conduct of Local Union meetings are contained in *Roberts Rules of Order* and shall be applied as set forth in the Constitution.

Bylaws of the PSCOA Local at S.C.I. Huntingdon

APPENDIX B

NON-ELECTION BALLOT ISSUES

**Section 1.** The following issues will be voted upon by mail ballot only:

- ?  
Main Office
- (a.) All pending side agreements between labor and management.
  - (b.) All issues requiring the expenditure of local monies over five-hundred dollars (\$500), not to include the regular monthly bills of the Local.
  - (c.) All amendments to local Bylaws.
  - (d.) Any issue deemed necessary for ballot vote upon majority approval of the Executive Board.
  - (e.) Any issue dealing with a change of times or venue of General Membership Meetings in accordance with Article XI, Section 6 of these Bylaws.
  - (f.) Any issue motioned for, seconded, and approved for ballot vote by a two-thirds majority of those in attendance during General Membership Meeting dates.

**Section 2.** Issues requiring a vote by mail ballot will be announced at the monthly General Membership Meetings or at a special meeting call for in accordance with Article X, Section 10 of the PSCOA Constitution. All announcements and issues will be placed on the Union bulletin board.

**Section 3.** The Election Committee shall, within five (5) days of the announcement of the issue(s) requiring a ballot vote at the General Membership Meeting or a special meeting, prepare and mail the ballots to all local active members. The ballots shall be prepared pursuant to Appendix A Section 2(a.) of these Bylaws.

**Section 4.** The local members will have ten (10) days from the date of mailing to fill out the ballot and return it to the ballot box in the time clock area.

**Section 5.** On the eleventh day at least two (2) Executive Board members and three (3) available volunteer members shall retrieve the ballots from the ballot box and take them to the union office to be counted. If the eleventh day falls on a holiday the ballots will be collected and counted the day prior.

**Section 6.** One volunteer or Executive Board member will verify the validity of the ballot by checking the name, employee number, and job title from a master membership roster and confirm the integrity of the adopted security procedures. He/she will pass the ballot to the next member who will record the vote. The ballot will pass to the next member who will do the same. After the ballots have all been counted the two counting members will compare the number of votes. The number must be the same for each issue or the ballots will be recounted.

**Section 8.** Outgoing officers and Executive Board members may run for steward within their respective shift, (CO's), or job title. (trades and culinary)

**Section 9.** Sections 1(d.) through 1(k.) and Sections 2, 3, 4, 5, and 6 of these procedures shall apply for the nomination and election of stewards.

**Section 10.** At the following membership meeting **in July** all elected Officers, Executive Board members and stewards will assume their duties.

## Bylaws of the PSCOA Local at S.C.I. Huntingdon

### APPENDIX A

#### ELECTION PROCEDURES

**Section 1.** In may of each election year, two (2) months before the expiration of the incumbent's term of office, nominations, in accordance with Article VII, Section 2 of the State Constitution and Article X, Section 2 of these Bylaws, will be held for the positions of Local Officers and Executive Board members under the following guidelines:

- (a.) There will be one (1) Correction Officer from each shift, 6am. to 2pm., 2pm. to 10pm., and 10pm. to 6am., elected to the Executive Board. Correction Officers who work off shift may vote, nominate or be nominated, run or be elected on or by the shift with which they bid vacation. Horse Patrol members will vote, nominate or be nominated, run or be elected on or by the 6am. to 2pm. shift. Officers assigned to a specific shift may nominate or vote only for the nominee from that shift.
- (b.) There will be one (1) tradesman and one (1) culinary member elected to the Executive Board. Trades and culinary may only nominate and vote for members within their respective job classifications.
- (c.) Any PSCOA member in good standing meeting eligibility requirements may nominate, be nominated, run for or be elected to the offices of President, Vice President, Recording Secretary or Treasurer.
- (d.) No member may be nominated for more than one (1) position, nor may they nominate themselves.
- (e.) No state level member may be nominated or elected to a local position. State level members assigned to the local may vote for or nominate a member from their job title, (Trades and Culinary) or shift, (C.O.'s.)
- (f.) There shall be no term limits.
- (g.) Nominees may not participate in the counting process.
- (h.) A member who is nominated must indicate his or her acceptance of the nomination at the nomination meeting, or, if unable to attend the meeting, the nomination must be accepted by means of written or verbal communication to the President and the Chairman of the Election Committee, prior to or within twenty-four (24) hours following the conclusion of the nomination meeting.
- (i.) In the event nominations for Local Union office or Executive Board positions are closed and there is no contest in relation to a particular office or Executive Board position(s), the presiding officer of the meeting shall certify the candidate(s) as having been duly elected by acclamation and no election need be conducted in relation to such office or position pursuant to Article VII Section 2(g.) of the PSCOA Constitution.
- (j.) A committee of four (4) volunteer members, who are neither nominees nor Executive Board officers or Election Committee members, and who will be

Available on the date of the ballot count, shall be appointed at the nomination meeting to assist with counting procedures.

(k.) Improperly marked ballots or ballots without the required member information or improperly filled out will be declared invalid and will not be counted.

(l.) All special elections as defined in the PSCOA Constitution or these Bylaws will be voted on using mail ballot procedures.

**Section 2.** The Election Committee shall prepare and mail the ballots to all local active members, within five (5) days after the nomination meeting, the preparation pursuant to security guidelines adopted by the Executive Board for the prevention of ballot fraud.

**Section 3.** Members will have ten (10) days from the mailing date of the ballots to vote and return the ballots to the ballot box situated in the time clock area. The deadline for the return of the ballots will be posted on the union bulletin board and announced at the nomination meeting.

**Section 4.** On the eleventh day at least two (2) Executive Board members and the four (4) volunteers of the Count Committee shall retrieve the ballots from the ballot box and take them to the Union office to be counted. If the eleventh day falls on a holiday the ballots will be picked up and counted on the tenth day. Should a volunteer fail to show, another member may be appointed by the attending Executive Board officers to assist.

**Section 5.** The count shall begin with one volunteer confirming the voter's membership and ballot validity by **checking the name, employee number, job title, and shift (CO's only)**, from a master membership roster, and confirming the integrity of the implemented adopted security procedures. He/she will pass the ballot to the next volunteer who will record the vote on a list of nominees. The ballot will be passed to the next volunteer who will likewise record the votes. The ballot will be handed to the last volunteer who will do the same. After all votes are counted the three (3) counting volunteers will compare the number of votes for each nominee. The numbers must be exact or a recount of the position(s) in question must be done.

**Section 6.** An Executive Board member will write the number of votes for each nominee beside their respective names as confirmed by the volunteer committee. This form will be signed by all who are present for the counting process. Copies will be made and posted. The counted ballots will be placed in a locked filing cabinet for a period of no less than fifteen (15) days.

**Section 7.** At the following monthly membership meeting **in June** the Executive Board elect will be announced and the nomination of stewards will take place. There will be two (2) stewards on the 6am. to 2pm. shift and the 2pm. to 10pm. shift, and one (1) steward on the 10pm. to 6am. shift. There will be one (1) steward elected from Culinary and two (2) stewards elected from trades. The term of a steward will be for two (2) years. There shall be no term limits.

**Section 7.** When the count is concluded the counting members and all who were witnesses will sign the announcement confirming or denying the issue(s) voted upon. Copies will be made and posted on the union bulletin board. The results will be announced at the following meeting. The Executive board will implement any approved measures as soon as practicable.

**Section 8.** In the event an issue affects only one job classification only that specific classification will receive ballots and vote for that issue.

## CERTIFICATE OF SERVICE

The foregoing Fourth Amended Complaint was served this day via first-class mail and e-mail on Defendants pursuant to the September 1, 2020 Second Amendment to Omnibus Administrative Order of this Court (AO-23-2020) as follows:

Richardson Todd Eagen  
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*Counsel for Defendant Peroni*

Dated: February 16, 2021

  
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